

VIRGINIA: IN THE CIRCUIT COURT FOR COUNTY OF HENRY

ATM STORAGE, LLC )  
and )  
STATE STORAGE VA, LLC ) Case No. CL22-615  
Plaintiffs, )  
v. )  
WESTFIELD INSURANCE COMPANY )  
Serve: CT Corporation System )  
4701 Cox Road, Ste 285 )  
Glen Allen, VA, 23060-6808 )  
Defendant. )

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### **COMPLAINT**

COME NOW the Plaintiffs ATM Storage, LLC ("ATM") and State Storage VA, LLC ("State Storage"), by counsel, and states as follows for its Complaint against Westfield Insurance Company ("Westfield"):

#### **Parties**

1. Plaintiff ATM is a Virginia limited liability company. One of ATM's members is a United States citizen domiciled in a foreign country.
2. Plaintiff State Storage is a Florida limited liability company.
3. Defendant Westfield is an insurance carrier incorporated in Ohio with its principal place of business in Ohio.

#### **Jurisdiction and Venue**

4. Jurisdiction is proper in the Henry Circuit Court under Virginia Code § 17.1-513.

5. Venue is proper in the Henry Circuit Court under, at least, Virginia Code § 8.01-262(3).

**Factual Background**

6. Acting in good faith, ATM purchased a policy of insurance from Westfield (the “Policy”). A copy is attached as **Exhibit 1**.

7. The Policy provided, *inter alia*, property insurance for the property located at 2085 Rives Road, Martinsville, Virginia, 24112 (the “Property”).

8. On or about May 24, 2020, the Property was damaged by a covered cause of loss, namely hail. ATM submitted a claim to Westfield (the “Claim”), under the Policy.

9. ATM and State Storage entered into an Assignment/Agreement in April 2021. A copy is attached as **Exhibit 2**. As a part of that Assignment, *inter alia* and as more fully stated in the Assignment, ATM assigned State Storage all its rights, title, and interest in insurance claims.

10. Westfield has refused to pay the Claim to either ATM or State Storage.

**COUNT I**  
**(Breach of Contract)**

11. Plaintiffs incorporate by reference all the preceding paragraphs as if fully stated herein.

12. ATM and Westfield have a binding insurance contract, the terms of which are memorialized in the Policy.

13. ATM has fully performed its obligations under the contract.

14. Westfield promised to indemnify ATM for covered losses.

15. ATM has incurred covered loss, namely hail damage, to its Property.

16. ATM’s losses are covered under the Policy.

17. No exclusions in the Policy operate to bar coverage for ATM’s losses.

18. All conditions precedent to ATM's right to recovery under the Policy have occurred or have been satisfied, waived, or excused.

19. Alternatively, ATM has not been prejudiced by any noncompliance with, or non-occurrence of, any condition in the Policy, or has waived or is estopped from asserting such noncompliance or non-occurrence as a ground for denying coverage.

20. Despite this, Westfield breached the contract by wrongfully denying the Claim.

21. ATM or State Storage (or both) have been damaged as a result and are entitled to money damages in the amount of \$1,654,554.76.

WHEREFORE, Plaintiffs respectfully prays the Court grant it money damages of \$1,654,554.76 or such other amount as may be proven at trial, interest as provided for under Virginia Code § 8.01-382, and grant it such other and further relief as justice may require.

**JURY DEMAND**

PLAINTIFFS DEMAND TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

*[SIGNATURE PAGE TO FOLLOW]*

Dated: May 13, 2022

STATE STORAGE VA, LLC  
ATM STORAGE, LLC

By Counsel:



Matthew D. Fender (VSB No. 76717)  
Brooke A. Weedon (VSB No. 91164)  
John J. Woolard (VSB No. 92612)  
MC GUIREWOODS LLP  
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T: 804.775.1076  
F: 804.698.2209  
mfender@mcguirewoods.com  
bweedon@mcguirewoods.com  
jwoolard@mcguirewoods.com

*Counsel for Plaintiffs*

# Exhibit 1



Policy Number: BOP 060331V  
Policy Period(s): 12/4/2019 - 12/4/2020  
Policy Cancelled: \_\_\_\_\_

CERTIFIED POLICY

I, Jennifer L. Carruthers, authorized representative, responsible for the maintenance of policy records for Westfield, do hereby certify that the foregoing copy was prepared under my supervision and to the best of my knowledge and belief is a true and correct copy of the policy with an effective date of 12/4/2019 - 12/4/2020.

Signature: Jennifer L. Carruthers

NON-CERTIFIED POLICY

This policy is not certified for the following reason(s):  
\_\_\_\_\_  
\_\_\_\_\_

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## NORTH CAROLINA UNINSURED/UNDERINSURED MOTORISTS COVERAGE ADVISORY NOTICE TO POLICYHOLDERS

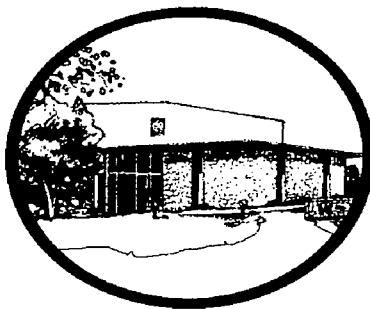
THE LAWS OF THE STATE OF NORTH CAROLINA REQUIRE THAT WE PROVIDE YOU WITH NOTICE CONTAINING THE FOLLOWING INFORMATION:

YOU ARE REQUIRED TO PURCHASE UNINSURED MOTORIST BODILY INJURY COVERAGE, UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE AND, IN SOME CASES, UNDERINSURED MOTORIST BODILY INJURY COVERAGE. THIS INSURANCE PROTECTS YOU AND YOUR FAMILY AGAINST INJURIES AND PROPERTY DAMAGE CAUSED BY THE NEGLIGENCE OF OTHER DRIVERS WHO MAY HAVE LIMITED OR ONLY MINIMUM COVERAGE OR EVEN NO LIABILITY INSURANCE. YOU MAY PURCHASE UNINSURED MOTORIST BODILY INJURY COVERAGE AND, IF APPLICABLE, UNDERINSURED MOTORIST COVERAGE WITH LIMITS UP TO ONE MILLION DOLLARS (\$1,000,000) PER PERSON AND ONE MILLION DOLLARS (\$1,000,000) PER ACCIDENT OR AT SUCH LESSER LIMITS YOU CHOOSE. YOU CANNOT PURCHASE COVERAGE FOR LESS THAN THE MINIMUM LIMITS FOR THE BODILY INJURY AND PROPERTY DAMAGE COVERAGE THAT ARE REQUIRED FOR YOUR OWN VEHICLE. IF YOU DO NOT CHOOSE A GREATER OR LESSER LIMIT FOR UNINSURED MOTORIST BODILY INJURY COVERAGE, A LESSER LIMIT FOR UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE, AND/OR A GREATER OR LESSER LIMIT FOR UNDERINSURED MOTORIST BODILY INJURY COVERAGE, THEN THE LIMITS FOR THE UNINSURED MOTORIST BODILY INJURY COVERAGE AND, IF APPLICABLE, THE UNDERINSURED MOTORIST BODILY INJURY COVERAGE WILL BE THE SAME AS THE HIGHEST LIMITS FOR BODILY INJURY LIABILITY COVERAGE FOR ANY ONE OF YOUR OWN VEHICLES INSURED UNDER THE POLICY AND THE LIMITS FOR THE UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE WILL BE THE SAME AS THE HIGHEST LIMITS FOR PROPERTY DAMAGE LIABILITY COVERAGE FOR ANY ONE OF YOUR OWN VEHICLES INSURED UNDER THE POLICY. IF YOU WISH TO PURCHASE UNINSURED MOTORIST AND, IF APPLICABLE, UNDERINSURED MOTORIST COVERAGE AT DIFFERENT LIMITS THAN THE LIMITS FOR YOUR OWN VEHICLE INSURED UNDER THE POLICY, THEN YOU SHOULD CONTACT YOUR AGENT TO DISCUSS YOUR OPTIONS FOR OBTAINING DIFFERENT COVERAGE LIMITS. YOU SHOULD ALSO READ YOUR ENTIRE POLICY TO UNDERSTAND WHAT IS COVERED UNDER UNINSURED AND UNDERINSURED MOTORIST COVERAGES.

THE PURPOSE OF THIS NOTICE IS INFORMATIONAL. THIS NOTICE DOES NOT CHANGE OR REPLACE THE WORDING IN YOUR POLICY.

# ***Commercial Insurance***

# ***Coverage Policy***



**THIS POLICY HAS BEEN  
ESPECIALLY DESIGNED**

**FOR:**

**ATM STORAGE LLC**

**BY:**

**BANKERS INSURANCE LLC**

**THROUGH:**

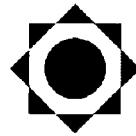
**WESTFIELD INSURANCE COMPANY**



*IN WITNESS WHEREOF*, this Company has caused this policy to be signed by its President and Secretary and countersigned by a duly authorized representative of the Company if required by law.

*Frank A. Larino* Secretary

*Edward J. Langford III* President



**WESTFIELD®**

Welcome to Westfield Insurance! Thank you for selecting Westfield as your insurance carrier and for placing your trust in us.

In business since 1848, Westfield has a longstanding reputation for stability, integrity and financial strength. You can rely on us to add value by providing underwriting expertise in a forthright and professional manner.

Insurance from Westfield is available exclusively through leading independent agents who bring knowledge and service excellence to customers. If you have any questions on your insurance, please contact your independent insurance agent:

BANKERS INSURANCE LLC  
434-792-8711

We look forward to fulfilling your business needs and delivering on Westfield's promise of protection. Welcome, and thank you for allowing us to serve you.

Sincerely,

Edward J. Largent III  
President  
Westfield Insurance

Ohio Farmers Insurance Company - Westfield Insurance Company - Westfield National Insurance Company  
American Select Insurance Company - Old Guard Insurance Company  
One Park Circle - P.O. Box 5001 - Westfield Center, Ohio 44251-5001  
1.800.243.0210 - fax 330.887.0840 - [www.westfieldinsurance.com](http://www.westfieldinsurance.com)



WESTFIELD®

## Welcome to Westfield Insurance!

### Billing Services

We will mail a separate invoice approximately 20 days before the effective date of your policy. Please mail all payments in the envelope provided with your invoice to Westfield Insurance, PO Box 9001566, Louisville, KY, 40290-1566.

### WICdraw

WICdraw is an electronic funds transfer program that will save you time and money. With your approval, Westfield Insurance will draw payments directly from your checking, savings, or credit union account. To enroll in WICdraw, complete the enrollment form enclosed with your invoice.

### Pay by Phone

Call JPMorgan Chase Pay Connexion's automated toll-free number at 1.800.766.9133 to make your payment using your Visa®, MasterCard®, Discover®, debit card or checking account. JPMorgan will charge a convenience fee for this service and reserves the right to limit the amount of each transaction.

### Payment Plans and Installment Fees

Your invoice will indicate the payment plan you have selected. You may choose another payment plan at any time by contacting billing customer service at 1.800.552.9134. Some exceptions apply. Installment fees are charged according to the payment option you select and vary by state.

Pay Plan	Pay by Check	Pay electronically "WICdraw"
Monthly	\$5.00	- 0 -
Quarterly	\$5.00	- 0 -
Semi-Annual	- 0 -	- 0 -
Annual	- 0 -	- 0 -

### Due Dates and Additional Assistance

Payment is expected on or before the due date. You may choose to change the due date on your account or contact us at 1.800.552.9134 for additional information.

### Thank You!

We appreciate your business. If you have any questions about your insurance protection, please contact your independent agent.

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Policy Number: BOP 060331V

## IMPORTANT NOTICE TO OUR POLICYHOLDERS

As authorized by the North Carolina Legislature and Department of Insurance, the North Carolina Reinsurance Facility has extended the North Carolina Auto Loss Recoupment Surcharge of 7.07% to be applicable to all North Carolina Auto new business policies and renewal policies effective October 1, 2019 through September 30, 2020.

The purpose of the surcharge is to recoup losses sustained by the North Carolina Reinsurance Facility on commercial auto business.

The total surcharge of 7.86% (7.07% increased by a mandatory agency commission) is applicable to the North Carolina Auto Liability, Medical Payments, Uninsured Motorists, and Underinsured Motorists premiums on your policy.

In compliance with state law, the total amount of the surcharge is included with the total auto liability premium on your policy declarations.

For this policy/endorsement, the amount of the North Carolina Auto Loss Recoupment surcharge is:

Advance Annual Premium: \$4

Additional Premium for this Endorsement:

Return Premium for this Endorsement:

If you have any questions about this surcharge, please contact your independent insurance agent.

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AD 91 99 10 19



## IMPORTANT NOTICE TO OUR POLICYHOLDERS

### *Westfield Insurance Fraud Hot-Line*

PLEASE READ THIS IMPORTANT INFORMATION

- Fraudulent insurance claims cost us all money.
- Call us if you have information concerning a fraudulent insurance claim.
- All information will be kept confidential.
- Call and discuss your information with a trained investigator, or leave the information anonymously on a telephone answering machine.
- We can all help fight insurance fraud.

AD 8522 (08-10)

**Be a Fraud Buster**  
**1-800-654-6482**

**Detach and retain information below for future use.**



**Fraud Hot-Line**  
**1-800-654-6482**



**Fraud Hot-Line**  
**1-800-654-6482**



**Westfield Center, Ohio 44251**  
**www.westfieldinsurance.com**

**Westfield Center, Ohio 44251**  
**www.westfieldinsurance.com**

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THIS NOTICE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY SHALL PREVAIL.

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE and PREMIUM

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

### PREMIUM CHARGED

During your current policy period, the portion, if any, of your premium that is attributable to coverage for acts of terrorism as defined in the Act is \$\_\_\_\_\_ (refer to Common Policy Declarations if blank).

If you do not desire the coverage for acts of terrorism as defined in the Act, as amended, you may reject the coverage and instruct the insurance company to remove it and refund the premium described above. To reject the coverage, you must:

- 1) advise the insurance company by letter (on your company letterhead),
- 2) signed by the owner, representative, or properly designated official of the named insured.

The insurance company must receive your letter within 60 days from the date shown at the bottom right side of the forms titled "Common Policy Declarations". Please refer to "Common Policy Declarations" for the mailing address of the insurance company.

If your policy premium is \$500, that may represent a minimum premium. In that case, the portion that is attributable to acts of terrorism as defined in the Act, as amended, may be included within that minimum and your total premium will not be reduced if you reject coverage for acts of terrorism. The minimum premium will still apply.

Should you have any question regarding this notice, please contact your insurance agent.

## **IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance or if you have additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

Westfield Insurance  
One Park Circle  
P.O. Box 5001  
Westfield Center, Ohio 44251-5001  
Telephone (330) 887-0101

If you have been unable to contact or obtain satisfaction from the company or agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Property and Casualty Division  
Bureau of Insurance  
P.O. Box 1157  
Richmond, VA 23218  
In state call 1-800-552-7945  
Out-of-state call 804-371-9741

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

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AD 966 08 10

RENTAL REIMBURSEMENT COVERAGE

IMPORTANT NOTICE

ADDITIONAL COVERAGE AVAILABLE

FOR POLICIES THAT PROVIDE COMPREHENSIVE OR COLLISION COVERAGES, COVERAGE MAY NOW BE ADDED FOR THE REIMBURSEMENT OR RENTAL VEHICLE EXPENSES.

WHEN A VEHICLE YOU OWN IS DAMAGED BECAUSE OF A LOSS OR ACCIDENT COVERED BY YOUR INSURANCE AND THE VEHICLES MUST BE WITHDRAWN FROM NORMAL USE, THIS ADDITIONAL COVERAGE PROVIDES FOR REIMBURSEMENT OF YOUR EXPENSES INCURRED FOR THE RENTAL OF A SUBSTITUTE VEHICLE OF EQUIVALENT TYPE AND PURPOSE.

IF YOU HAVE QUESTIONS REGARDING THIS COVERAGE, PLEASE CONTACT YOUR INDEPENDENT AGENT REPRESENTING US.

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**AD 85 47 (08-10)**

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## **IMPORTANT NOTICE TO POLICYHOLDERS - ASBESTOS EXCLUSION ATTACHED**

This policy excludes asbestos related losses from the Businessowners Liability Coverage Form.

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**AD 87 17 11 05**

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BUSINESSOWNERS

## **EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA ADVISORY NOTICE TO POLICYHOLDERS**

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

Carefully read your policy, including the endorsements attached to your policy.

This Notice provides information concerning the following new endorsement, which applies to your new or renewal policy being issued by us:

### **Exclusion Of Loss Due To Virus Or Bacteria Endorsement BPW 02 05 01 07**

This endorsement makes an explicit statement regarding a risk that is not covered under your Businessowners Property Coverage Form. It points out that there is no coverage under such insurance for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. The exclusion in this endorsement applies to all coverages provided under the Businessowners Property Coverage Form, including property damage and business income coverages.

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## FLOOD AND EARTH MOVEMENT LOSSES NOT COVERED ADVISORY NOTICE TO POLICYHOLDERS

THE FOLLOWING WARNING IS PROVIDED IN ACCORDANCE WITH NORTH CAROLINA LAW.

**WARNING: THIS PROPERTY INSURANCE POLICY DOES NOT PROTECT YOU AGAINST LOSSES FROM FLOODS, EARTHQUAKES, MUDSLIDES, MUDFLOWS OR LANDSLIDES. YOU SHOULD CONTACT YOUR INSURANCE COMPANY OR AGENT TO DISCUSS YOUR OPTIONS FOR OBTAINING COVERAGE FOR THESE LOSSES. THIS IS NOT A COMPLETE LISTING OF ALL OF THE CAUSES OF LOSSES NOT COVERED UNDER YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY TO UNDERSTAND WHAT IS COVERED AND WHAT IS NOT COVERED.**

IF YOU HAVE MORE THAN ONE INSURED LOCATION, PLEASE CONTACT YOUR AGENT TO CONFIRM WHICH LOCATION(S) ARE NOT COVERED.

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AD 87 63 06 08

## **EARTHQUAKE LOSSES NOT COVERED ADVISORY NOTICE TO POLICYHOLDERS**

THE FOLLOWING WARNING IS PROVIDED IN ACCORDANCE WITH VIRGINIA LAW, H-523, SECTION 38.2-2129 OF THE CODE OF VIRGINIA.

THIS PROPERTY INSURANCE POLICY MAY NOT PROTECT YOU AGAINST LOSSES FROM EARTHQUAKE. YOU SHOULD CONTACT YOUR INSURANCE COMPANY OR AGENT TO DISCUSS YOUR OPTIONS FOR OBTAINING COVERAGE FOR THESE LOSSES. THIS IS NOT A COMPLETE LISTING OF ALL THE CAUSES OF LOSS NOT COVERED UNDER YOUR POLICY. YOU SHOULD READ YOUR ENTIRE POLICY TO UNDERSTAND WHAT IS COVERED AND WHAT IS NOT COVERED.

IF YOU HAVE MORE THAN ONE INSURED LOCATION, PLEASE CONTACT YOUR AGENT TO CONFIRM WHICH LOCATION(S) ARE NOT COVERED.

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**AD 90 84 01 13**

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## ADVISORY NOTICE TO POLICYHOLDERS

If your policy contains the following:

**COMMERCIAL LIABILITY UMBRELLA COVERAGE PART - (CU 2127 - FUNGI OR BACTERIA EXCLUSION)**

- Coverage is restricted to exclude bodily injury or property damage arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is clarified to exclude personal and advertising injury arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury.
- Coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.

If you have any questions regarding these endorsements contained in this policy and how it affects your coverage, please contact your Independent Insurance Agent.

Thank you for allowing us the opportunity to provide your insurance protection.

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AD 84 79 08 10

Case 4:22-cv-00021-TTC Document 1-1 Filed 03/30/22 Page 17 of 268 Pageid#: 39

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**WESTFIELD®****BUSINESS OWNERS POLICY  
NEW  
COMMON POLICY DECLARATIONS**

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY													
NAMED INSURED AND MAILING ADDRESS		AGENCY	45-02114	PROD.	000										
ATM STORAGE LLC 149 PINEY FOREST RD DANVILLE VA 24540		BANKERS INSURANCE LLC 120 CROWN DR DANVILLE VA 24540-5932 TELEPHONE 434-792-8711													
Policy Number: BOP 0 603 31V		WIC Account Number: 4570001203 M													
Policy Period	From 12/04/19 To 12/04/20	at 12:01 A.M. Standard Time at your mailing address shown above.													
Business: SELF STORAGE FACILITY		Named Insured is: Limited Liab. Co.													
In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.															
<b>THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS</b>															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">BUSINESS OWNERS COVERAGE PART</td> <td style="width: 10%; text-align: right;">\$ 11,811.00</td> </tr> <tr> <td>CYBER SUITE COVERAGE PART</td> <td style="text-align: right;">\$ 245.00</td> </tr> <tr> <td>COMMERCIAL AUTO COVERAGE PART</td> <td style="text-align: right;">\$ 165.00</td> </tr> <tr> <td>COMMERCIAL UMBRELLA COVERAGE PART</td> <td style="text-align: right;">\$ 2,500.00</td> </tr> <tr> <td>TERRORISM INSURANCE COVERAGE</td> <td style="text-align: right;">\$ 77.00</td> </tr> </table>						BUSINESS OWNERS COVERAGE PART	\$ 11,811.00	CYBER SUITE COVERAGE PART	\$ 245.00	COMMERCIAL AUTO COVERAGE PART	\$ 165.00	COMMERCIAL UMBRELLA COVERAGE PART	\$ 2,500.00	TERRORISM INSURANCE COVERAGE	\$ 77.00
BUSINESS OWNERS COVERAGE PART	\$ 11,811.00														
CYBER SUITE COVERAGE PART	\$ 245.00														
COMMERCIAL AUTO COVERAGE PART	\$ 165.00														
COMMERCIAL UMBRELLA COVERAGE PART	\$ 2,500.00														
TERRORISM INSURANCE COVERAGE	\$ 77.00														
Policy Annual Premium \$ 14,798.00															
Total Advance Annual Policy Premium \$ 14,798.00															
The above is a summary of your coverages. For more detail, please refer to the individual coverage parts inside your policy.															
Forms and Endorsements applicable to all coverage parts: ID7004 0411*, IL0003 0908*, IL0017 1198*, IL0269 0908*, IL7002 0694*.															
COUNTERSIGNED: _____ BY _____ Authorized Representative															

# Policy Forms Schedule



BOP 060331V  
12/04/2019 - 12/04/2020  
ATM STORAGE LLC

45-2114  
BANKERS INSURANCE LLC

Form Number	Edition Date	Form Name
ALC2000	0187	BUSINESS OWNERS DEC PAGE
BP0003	0713	BUSINESSOWNERS COVERAGE FORM
BP0116	1017	NORTH CAROLINA CHANGES
BP0132	1015	VIRGINIA CHANGES
BP0402	0713	ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES
BP0407	0713	ADDL INS.-ST OR POLICITCAL SUBD-PERMIT RELATING TO
BP0409	0713	ADDITIONAL INSURED-MORTGAGEE, ASSIGNEE, OR RECEIVE
BP0410	0713	ADDL INS-OWN/OTHER INTERESTS FROM WHOM LAND HAS BE
BP0438	0106	MEDICAL EXPENSES - EXCLUSION
BP0446	0713	ORDINANCE OR LAW COVERAGE
BP0456	0713	UTILITY SERVICES - DIRECT DAMAGE
BP0483	0110	INSURANCE TO VALUE
BP0493	0106	TOTAL POLLUTION EXCLUSION WITH BUILDING HEATING EX
BP0501	0702	CALCULATION OF PREMIUM
BP0523	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
BP0577	0106	FUNGI OR BACTERIA EXCLUSION (LIABILITY)
BP1002	0114	VA CHANGES - TOTAL POLLUTION EXCL WITH A BLDG HEA
BP1217	0702	VIRGINIA CHANGES - POLICY PERIOD ENDORSEMENT
BP1405	0713	ADDITIONAL INSURED - GRANTOR OF FRANCHISE
BP1478	0713	EXCLUSION OF LOSS DUE TO BY-PRODUCTS
BP1486	0713	COMMUNICABLE DISEASE EXCLUSION
BP1504	0514	EXCL-ACCESS W/LTD BODILY INJ EXCEPTION
BP7018	0610	EMPLOYMENT PRACTICES LIABILITY COVERAGE
BP7024	1010	SELF-STORAGE FACILITIES
BP7028	0311	BUSINESSOWNERS PROPERTY EXPANDED PLUS ENDORSEMENT
BP7034	0311	BOP LIABILITY EXPANDED ENDORSEMENT (WESCOM)
BP7040	0917	FINE ARTS COVERAGE
BP7081	1218	EQUIPMENT BREAKDOWN COVERAGE
BP7082	1218	EQUIPMENT BREAKDOWN SCHEDULE
BPW0186	0306	EXCLUSION - INTERCOMPANY PRODUCTS SUITS
BPW0201	0306	EXCLUSION ASBESTOS
BPW0203	0106	PROFESSIONAL LIABILITY EXCLUSION
BPW0211	0107	SCHEDULED PROPERTY COVERAGE
CADS03	1013	BUSINESS AUTO COVERAGE DECLARATIONS
CA0001	1013	BUSINESS AUTO COVERAGE FORM
CA0116	0218	VA CHANGES - BUSINESS AUTO COVERAGE FORM
CA0126	1013	NORTH CAROLINA CHANGES
CA0268	0218	VIRGINIA CHANGES - CANCELLATION AND NONRENEWAL
CA2394	1013	SILICA OR SILICA RELATED DUST EXCLUSION
CA7080	1013	WHO IS AN INSURED AMENDMENT
CA9952	0218	VIRGINIA LIMITED SUBROGATION RIGHTS

*The Policy Forms Schedule represents the forms applicable to the policy at the time of inception. The document does not reflect any changes made during the policy period.*

*Date Printed: 12/03/19*

Form Number	Edition Date	Form Name
CA9963	0218	DISTRICT OF COLUMBIA EMPLOYEES USING AUTOS IN GOV
CUDS01	0900	COMMERCIAL LIABILITY UMBRELLA COVERAGE DECLARATION
CU0001	1207	COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
CU0004	0509	RECORDING AND DIST. OF MATERIAL IN VIOLATION OF LA
CU0157	0809	VIRGINIA CHANGES
CU0225	1015	VIRGINIA CHANGES-CANCELLATION AND NONRENEWAL
CU2108	0413	EXCLUSION - INTERCOMPANY PRODUCTS SUITS
CU2108	0900	EXCLUSION - INTERCOMPANY PRODUCTS SUITS
CU2123	0202	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
CU2127	1204	FUNGI OR BACTERIA EXCLUSION
CU2130	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TER
CU2151	1205	TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCE
CU2186	0514	EXCL-ACCESS W/LTD BODILY INJ EXCEPTION
CU2286	1207	PROFESSIONAL LIAB EXCL-WEBSITE DESIGNERS
CU2432	0413	LIMITED COVERAGE TERRITORY
CU2432	1205	LIMITED COVERAGE TERRITORY
CU7000	1206	EXCLUSION-ASBESTOS
CU7024	1207	DEFINITION OF "BODILY INJURY"
CU7033	0911	WHO IS AN INSURED AMENDMENT
CY7045	0717	CYBER SUITE COVERAGE FORM
CY7046	0717	CYBER SUITE SUPPLEMENTAL DECLARATIONS
CY7072	0717	VIRGINIA CHANGES - AMENDATORY ENDORSEMENT
DL-123	0406	DRIVER LICENSE LIABILITY INSURANCE CERTIFICAT ION
ID7004	0411	ID PAGE FOR COMMERCIAL INSURANCE COVERAGE
IL0003	0907	CALCULATION OF PREMIUM
IL0003	0908	CALCULATION OF PREMIUM
IL0017	1198	COMMON POLICY CONDITIONS
IL0021	0908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL0269	0908	NC CHANGES CANCELLATION & NONRENEWAL
IL7002	0694	COMMON POLICY DECLARATIONS
IL7013	1206	EXCLUSION - LEAD
IL7041	1214	VALUE GUARD ENDORSEMENT

*The Policy Forms Schedule represents the forms applicable to the policy at the time of Inception. The document does not reflect any changes made during the policy period.*

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INTERLINE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT - RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NORTH CAROLINA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 FARM UMBRELLA LIABILITY POLICY  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:**

**2. Cancellation Requirements**

**a. Policies in Effect Less Than 60 Days**

If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

**b. Policies In Effect More Than 60 Days**

If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

- (1) Expiration of the policy term; or
- (2) Anniversary date,

stated in the policy only for one or more of the following reasons:

- (a) Nonpayment of premium;
- (b) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy or presenting a claim under this policy;

- (c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;
- (d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;
- (e) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;
- (f) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;
- (g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;
- (h) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;
- (i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina; or

- (j) You fail to meet the requirements contained in our corporate charter, articles of incorporation or by-laws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

- (i) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (ii) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.
- d. We may also cancel this policy for any reason not stated above provided we obtain your prior written consent.
- B. The following provisions are added and supersede any other provisions to the contrary:

1. Nonrenewal

- a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Decla-

rations written notice of nonrenewal at least 45 days prior to the:

- (1) Expiration of the policy if this policy has been written for one year or less; or
- (2) Anniversary date of the policy if this policy has been written for more than one year or for an indefinite term.
- b. We need not mail or deliver the notice of nonrenewal if you have:
  - (1) Insured property covered under this policy, under any other insurance policy;
  - (2) Accepted replacement coverage; or
  - (3) Requested or agreed to non-renewal of this policy.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 2. The written notice of cancellation or nonrenewal will:
  - a. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and
  - b. State the reason or reasons for cancellation or nonrenewal.

WESTFIELD® NEW BUSINESS OWNERS POLICY DECLARATIONS				
COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY		
NAMED INSURED AND MAILING ADDRESS		AGENCY	45-02114	PROD.
ATM STORAGE LLC 149 PINEY FOREST RD DANVILLE VA 24540		BANKERS INSURANCE LLC 120 CROWN DR DANVILLE VA 24540-5932 TELEPHONE 434-792-8711		
Policy Number: BOP 0 603 31V		WIC Account Number: 4570001203 M		
Policy Period	From 12/04/19 To 12/04/20	at 12:01 A.M. Standard Time at your mailing address shown above.		
SCHEDULE OF DESCRIPTIONS OF PREMIUMS				
Loc.	Bl dg.	Address, City & State	Construction	Occupancy
001	001	2725 FRANKLIN TURNPIKE DANVILLE VA 24540	Masonry Non-Combustible	Self - Storage
001	002	2725 FRANKLIN TURNPIKE DANVILLE VA 24540	Masonry Non-Combustible	Self - Storage
001	003	2725 FRANKLIN TURNPIKE DANVILLE VA 24540	Masonry Non-Combustible	Self - Storage
001	004	2725 FRANKLIN TURNPIKE DANVILLE VA 24540	Masonry Non-Combustible	Self - Storage
001	005	2725 FRANKLIN TURNPIKE DANVILLE VA 24540	Masonry Non-Combustible	Self - Storage
001	006	2725 FRANKLIN TURNPIKE DANVILLE VA 24540	Masonry Non-Combustible	Self - Storage
001	007	2725 FRANKLIN TURNPIKE DANVILLE VA 24540	Masonry Non-Combustible	Self - Storage
002	001	2085 RIVERS RD MARTINSVILLE VA 24112	Masonry Non-Combustible	Self - Storage
002	002	2085 RIVERS RD MARTINSVILLE VA 24112	Masonry Non-Combustible	Self - Storage
002	003	2085 RIVERS RD MARTINSVILLE VA 24112	Masonry Non-Combustible	Self - Storage
002	004	2085 RIVERS RD MARTINSVILLE VA 24112	Masonry Non-Combustible	Self - Storage
002	005	2085 RIVERS RD MARTINSVILLE VA 24112	Masonry Non-Combustible	Self - Storage
002	006	2085 RIVERS RD MARTINSVILLE VA 24112	Masonry Non-Combustible	Self - Storage
002	007	2085 RIVERS RD MARTINSVILLE VA 24112	Masonry Non-Combustible	Self - Storage
002	008	2085 RIVERS RD MARTINSVILLE VA 24112	Masonry Non-Combustible	Self - Storage
002	009	2085 RIVERS RD MARTINSVILLE VA 24112	Masonry Non-Combustible	Self - Storage
002	010	2085 RIVERS RD MARTINSVILLE VA 24112	Masonry Non-Combustible	Self - Storage
002	011	2085 RIVERS RD MARTINSVILLE VA 24112	Masonry Non-Combustible	Self - Storage
003	001	201 AMOS BRIDGES RD SANFORD NC 27330	Masonry Non-Combustible	Habitation
003	002	201 AMOS BRIDGES RD SANFORD NC 27330	Masonry Non-Combustible	Self - Storage
003	003	201 AMOS BRIDGES RD SANFORD NC 27330	Masonry Non-Combustible	Self - Storage
003	004	201 AMOS BRIDGES RD SANFORD NC 27330	Masonry Non-Combustible	Self - Storage
003	005	201 AMOS BRIDGES RD SANFORD NC 27330	Masonry Non-Combustible	Self - Storage
003	006	201 AMOS BRIDGES RD SANFORD NC 27330	Masonry Non-Combustible	Self - Storage
003	007	201 AMOS BRIDGES RD SANFORD NC 27330	Masonry Non-Combustible	Self - Storage
003	008	201 AMOS BRIDGES RD SANFORD NC 27330	Masonry Non-Combustible	Self - Storage
003	009	201 AMOS BRIDGES RD SANFORD NC 27330	Masonry Non-Combustible	Self - Storage
004	001	146 BRADY RD SANFORD NC 27330	Masonry Non-Combustible	Office

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**WESTFIELD®****NEW  
BUSINESS OWNERS POLICY DECLARATIONS**

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY			
NAMED INSURED AND MAILING ADDRESS		AGENCY	45-02114	PROD.	000
ATM STORAGE LLC 149 PINEY FOREST RD DANVILLE VA 24540		BANKERS INSURANCE LLC 120 CROWN DR DANVILLE VA 24540-5932 TELEPHONE 434-792-8711			
Policy Number: BOP 0 603 31V		WIC Account Number: 4570001203   M			
Policy Period	From 12/04/19 To 12/04/20	at 12:01 A.M. Standard Time at your mailing address shown above.			
PROPERTY COVERAGES					
Loc.	Bldg.	Coverage	Limits of Insurance		
001	001	Business Income & Extra Expense	Actual Loss Sustained	\$140, 941	
001	001	Building	Actual Loss Sustained	\$289, 440	
001	002	Business Income & Extra Expense	Actual Loss Sustained	\$289, 440	
001	002	Building	Actual Loss Sustained	\$297, 954	
001	003	Business Income & Extra Expense	Actual Loss Sustained	\$297, 954	
001	004	Building	Actual Loss Sustained	\$297, 954	
001	004	Business Income & Extra Expense	Actual Loss Sustained	\$297, 954	
001	005	Building	Actual Loss Sustained	\$297, 954	
001	005	Business Income & Extra Expense	Actual Loss Sustained	\$297, 954	
001	006	Building	Actual Loss Sustained	\$297, 954	
001	006	Business Income & Extra Expense	Actual Loss Sustained	\$297, 954	
001	007	Building	Actual Loss Sustained	\$242, 618	
001	007	Business Income & Extra Expense	Actual Loss Sustained	\$39, 086	
002	001	Building	Actual Loss Sustained	\$156, 350	
002	001	Business Income & Extra Expense	Actual Loss Sustained	\$225, 840	
002	002	Building	Actual Loss Sustained	\$269, 272	
002	002	Business Income & Extra Expense	Actual Loss Sustained	\$182, 409	
002	003	Building	Actual Loss Sustained	\$182, 409	
002	003	Business Income & Extra Expense	Actual Loss Sustained	\$199, 782	
002	004	Building	Actual Loss Sustained	\$234, 526	
002	004	Business Income & Extra Expense	Actual Loss Sustained	\$260, 586	
002	005	Building	Actual Loss Sustained	\$373, 506	
002	005	Business Income & Extra Expense	Actual Loss Sustained	\$8, 234	
002	010	Building	Actual Loss Sustained	\$235, 327	
002	010	Business Income & Extra Expense	Actual Loss Sustained	\$300, 245	
002	011	Building	Actual Loss Sustained	\$316, 474	
003	001	Business Income & Extra Expense	Actual Loss Sustained	\$332, 704	
003	001	Building	Actual Loss Sustained	\$352, 992	
003	002	Business Income & Extra Expense	Actual Loss Sustained	\$20, 286	
003	002	Building	Actual Loss Sustained	\$36, 515	
003	003	Business Income & Extra Expense	Actual Loss Sustained	\$421, 968	
003	003	Building	Actual Loss Sustained	\$140, 608	
003	004	Business Income & Extra Expense	Building Limit - Automatic Increase: 4%		
003	004	Building			
003	005	Business Income & Extra Expense			
003	005	Building			
003	006	Business Income & Extra Expense			
003	006	Building			
003	007	Business Income & Extra Expense			
003	007	Building			
003	008	Business Income & Extra Expense			
003	008	Building			
003	009	Business Income & Extra Expense			
003	009	Building			
004	001	Business Income & Extra Expense			
004	001	Building			



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NEW  
BUSINESS OWNERS POLICY DECLARATIONS

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NAMED INSURED AND MAILING ADDRESS		AGENCY	45-02114	PROD.	000
ATM STORAGE LLC 149 PINEY FOREST RD DANVILLE VA 24540		BANKERS INSURANCE LLC 120 CROWN DR DANVILLE VA 24540-5932 TELEPHONE 434-792-8711			
Policy Number: BOP 0 603 31V		WIC Account Number: 4570001203			M
Policy Period	From 12/04/19 To 12/04/20	at 12:01 A.M. Standard Time at your mailing address shown above.			

## LIABILITY AND MEDICAL PAYMENTS

## BUSINESS LIABILITY

	Limits of Insurance
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit (Per Person or Organization)	\$1,000,000
Medical Expenses	Each Person EXCLUDED
Damage to Premises Rented To You Limit (Any One Premises)	\$100,000

Each paid claim for the above coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Businessowners Coverage Form and any attached endorsements.

## OPTIONAL COVERAGES

Loc. Bldg.		Limits of Insurance
ALL ALL	Terrorism Insurance Coverage	
ALL ALL	Business Income (Extended) Extended Period of Indemnity	Number of Days 60
ALL ALL	Business Income - Ordinary Payroll Coverage Period	60
ALL ALL	Self Storage Facilities Customer's Goods Legal Liability Lock Out or Sale, Removal and Disposal Liability Each Act or Omission Limit Aggregate Limit	\$50,000 \$25,000 \$50,000
ALL ALL	Electronic Data	\$10,000
ALL ALL	Employee Dishonesty	\$25,000
ALL ALL	Forgery and Alteration	\$25,000
ALL ALL	Equipment Breakdown	Included
ALL ALL	Interruption of Computer Operations	\$10,000
ALL ALL	Personal Property Off Premises	\$25,000
ALL ALL	Employment Practices Liability Coverage	

## NOTICE

■ EXCEPT TO SUCH AN EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS COVERAGE ENDORSEMENT IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSUREDS DURING THE EPL COVERAGE PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. VARIOUS PROVISIONS IN THIS COVERAGE ENDORSEMENT RESTRICT COVERAGE. PLEASE READ THE ENTIRE COVERAGE ENDORSEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

■ THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGEMENTS OR SETTLEMENTS UNDER THIS COVERAGE ENDORSEMENT SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

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**NEW  
BUSINESS OWNERS POLICY DECLARATIONS**

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY			
NAMED INSURED AND MAILING ADDRESS		AGENCY	45-02114	PROD.	000
<b>ATM STORAGE LLC</b> <b>149 PINEY FOREST RD</b> <b>DANVILLE VA 24540</b>		<b>BANKERS INSURANCE LLC</b> <b>120 CROWN DR</b> <b>DANVILLE VA 24540-5932</b> <b>TELEPHONE 434-792-8711</b>			
<b>Policy Number:</b> BOP 0 603 31V		<b>WIC Account Number:</b> 4570001203			
<b>Policy Period</b>	<b>From</b> 12/04/19 <b>To</b> 12/04/20	<b>at 12:01 A.M. Standard Time at your mailing address shown above.</b>			
<b>EPL Aggregate Limit of Liability:</b>	<b>\$100,000</b>	Aggregate for all "loss" combined, including "defense costs".			
<b>EPL Deductible Amount:</b>	<b>\$5,000</b>	For "loss" arising from claims or suits alleging the same "wrongful employment act" or "related wrongful employment acts".			
<b>EPL Original Inception Date:</b>	<b>12/04/2019</b>	(Enter "original inception date".) If no date is shown, "we" will consider the "original inception date" to be the same as the beginning of this coverage endorsement.			
<b>Third Party Violations (Optional):</b>	<b>N/A</b>	If coverage for "third party violations" has been paid for, the premium will be shown and coverage is in force. Otherwise, there is no coverage available for "third party violations".			
<b>This insurance does not apply to "loss" arising out of a "wrongful employment act" that arises out of incidents or circumstances of which "you" had knowledge prior to the "original inception date" shown.</b>					
<b>001 ALL Fire Department Service Charge</b>		<b>\$10,000</b>			
<b>001 001 Accounts Receivable</b>		<b>\$25,000</b>			
<b>001 001 Business Income from Dependent Properties</b>		<b>\$5,000</b>			



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BUSINESS OWNERS POLICY DECLARATIONS

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY																																																																																																											
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BUSINESS OWNERS POLICY DECLARATIONS**

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY			
NAMED INSURED AND MAILING ADDRESS		AGENCY	45-02114	PROD.	000
ATM STORAGE LLC 149 PINEY FOREST RD DANVILLE VA 24540		BANKERS INSURANCE LLC 120 CROWN DR DANVILLE VA 24540-5932 TELEPHONE 434-792-8711			
Policy Number: BOP 0 603 31V		WIC Account Number: 4570001203 M			
Policy Period	From 12/04/19 To 12/04/20	at 12:01 A.M. Standard Time at your mailing address shown above.			
<p>Description of Rental Unit: SELF-STORAGE FACILITIES</p> <p>001 002 Outdoor Property Any One Occurrence \$10,000 Any One Tree, Shrub or Plant \$1,000</p> <p>001 002 Ordinance or Law Coverage 1 Does not Apply Coverage 2 and 3 Combined \$50,000</p> <p>001 002 Business Income and Extra Expense Optional Coverage: No</p> <p>001 002 Outdoor Signs \$5,000</p> <p>001 002 Utility Services - Direct Damage</p> <p>Covered Property: Building</p> <p>Utility Services: Water Supply \$10,000 Communication Supply - Not Including Overhead Transmissions Lines \$10,000 Power Supply - Not Including Overhead Transmissions Lines \$10,000</p> <p>Covered Property: Business Personal Property</p> <p>Utility Services: Water Supply \$10,000 Communication Supply - Not Including Overhead Transmissions Lines \$10,000 Power Supply - Not Including Overhead Transmissions Lines \$10,000</p> <p>001 002 Valuable Papers and Records \$25,000</p> <p>001 003 Accounts Receivable \$25,000</p> <p>001 003 Business Income from Dependent Properties \$5,000</p> <p>001 003 Business Income and Extra Expense - 12 Months</p> <p>Revised Period of Indemnity</p> <p>001 003 Debris Removal Additional Insurance \$25,000</p> <p>001 003 Property Expanded Plus Endorsement Refer to Form</p> <p>001 003 Fine Arts Coverage \$10,000</p> <p>No coverage for Breakage provided. Miscellaneous fine arts at a limit of insurance of \$10,000 with no one item to exceed \$2,500</p> <p>001 003 Money and Securities - Inside Premises \$10,000</p> <p>001 003 Money and Securities - Outside Premises \$5,000</p> <p>001 003 Exclusion of Loss due to Byproducts of production or Processing operations (Rental Properties)</p> <p>Description of Rental Unit: SELF-STORAGE FACILITIES</p> <p>001 003 Outdoor Property Any One Occurrence \$10,000 Any One Tree, Shrub or Plant \$1,000</p> <p>001 003 Ordinance or Law Coverage 1 Does not Apply Coverage 2 and 3 Combined \$50,000</p> <p>001 003 Business Income and Extra Expense Optional Coverage: No</p> <p>001 003 Outdoor Signs \$5,000</p> <p>001 003 Utility Services - Direct Damage</p> <p>Covered Property: Building</p> <p>Utility Services: Water Supply \$10,000</p>					



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COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY			
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WESTFIELD®

NEW  
BUSINESS OWNERS POLICY DECLARATIONS

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY			
NAMED INSURED AND MAILING ADDRESS		AGENCY	45-02114	PROD.	000
ATM STORAGE LLC 149 PINEY FOREST RD DANVILLE VA 24540		BANKERS INSURANCE LLC 120 CROWN DR DANVILLE VA 24540-5932 TELEPHONE 434-792-8711			
Policy Number: BOP 0 603 31V		WIC Account Number: 4570001203 M			
Policy Period	From 12/04/19 To 12/04/20	at 12:01 A.M. Standard Time at your mailing address shown above.			
<p>002 003 Ordinance or Law</p> <p>Coverage 1 Does not Apply</p> <p>Coverage 2 and 3 Combined \$50,000</p> <p>Business Income and Extra Expense Optional Coverage: No</p> <p>002 003 Outdoor Signs \$5,000</p> <p>002 003 Utility Services - Direct Damage</p> <p>Covered Property:</p> <p>Building</p> <p>Utility Services:</p> <p>Water Supply \$10,000</p> <p>Communication Supply - Not Including Overhead</p> <p>Transmission Lines \$10,000</p> <p>Power Supply - Not Including Overhead</p> <p>Transmission Lines \$10,000</p> <p>Covered Property:</p> <p>Business Personal Property</p> <p>Utility Services:</p> <p>Water Supply \$10,000</p> <p>Communication Supply - Not Including Overhead</p> <p>Transmission Lines \$10,000</p> <p>Power Supply - Not Including Overhead</p> <p>Transmission Lines \$10,000</p> <p>002 003 Valuable Papers and Records \$25,000</p> <p>002 004 Accounts Receivable \$25,000</p> <p>002 004 Business Income from Dependent Properties \$5,000</p> <p>002 004 Business Income and Extra Expense - 12 Months</p> <p>Revised Period of Indemnity</p> <p>002 004 Debris Removal Additional Insurance \$25,000</p> <p>002 004 Property Expanded Plus Endorsement Refer to Form</p> <p>002 004 Fine Arts Coverage \$10,000</p> <p>No coverage for Breakage provided.</p> <p>Miscellaneous fine arts at a limit of insurance of \$10,000</p> <p>with no one item to exceed \$2,500</p> <p>002 004 Money and Securities - Inside Premises \$10,000</p> <p>002 004 Money and Securities - Outside Premises \$5,000</p> <p>002 004 Exclusion of Loss due to Byproducts of production or Processing operations (Rental Properties)</p> <p>Description of Rental Unit:</p> <p>SELF-STORAGE FACILITIES</p> <p>002 004 Outdoor Property</p> <p>Any One Occurrence \$10,000</p> <p>Any One Tree, Shrub or Plant \$1,000</p> <p>002 004 Ordinance or Law</p> <p>Coverage 1 Does not Apply</p> <p>Coverage 2 and 3 Combined \$50,000</p> <p>Business Income and Extra Expense Optional Coverage: No</p> <p>002 004 Outdoor Signs \$5,000</p> <p>002 004 Utility Services - Direct Damage</p> <p>Covered Property:</p> <p>Building</p> <p>Utility Services:</p> <p>Water Supply \$10,000</p> <p>Communication Supply - Not Including Overhead</p> <p>Transmission Lines \$10,000</p> <p>Power Supply - Not Including Overhead</p> <p>Transmission Lines \$10,000</p> <p>Covered Property:</p>					

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ATM STORAGE LLC 149 PINEY FOREST RD DANVILLE VA 24540		BANKERS INSURANCE LLC 120 CROWN DR DANVILLE VA 24540-5932 TELEPHONE 434-792-8711			
Policy Number: BOP 0 603 31V		WIC Account Number: 4570001203 M			
Policy Period	From 12/04/19 To 12/04/20	at 12:01 A.M. Standard Time at your mailing address shown above.			
<p>Business Income and Extra Expense Optional Coverage: No</p> <p>002 007 Outdoor Signs \$5,000</p> <p>002 007 Utility Services - Direct Damage</p> <p>Covered Property:</p> <p>Builing</p> <p>Utility Services:</p> <p>Water Supply \$10,000</p> <p>Communication Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>Power Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>Covered Property:</p> <p>Business Personal Property</p> <p>Utility Services:</p> <p>Water Supply \$10,000</p> <p>Communication Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>Power Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>002 007 Valuable Papers and Records \$25,000</p> <p>002 008 Accounts Receivable \$25,000</p> <p>002 008 Business Income from Dependent Properties \$5,000</p> <p>002 008 Business Income and Extra Expense - 12 Months</p> <p>Revised Period of Indemnity</p> <p>002 008 Debris Removal Additional Insurance \$25,000</p> <p>002 008 Property Expanded Plus Endorsement Refer to Form</p> <p>002 008 Fine Arts Coverage \$10,000</p> <p>No coverage for Breakage provided.</p> <p>Miscellaneous fine arts at a limit of insurance of \$10,000 with no one item to exceed \$2,500</p> <p>002 008 Money and Securities - Inside Premises \$10,000</p> <p>002 008 Money and Securities - Outside Premises \$5,000</p> <p>002 008 Exclusion of Loss due to Byproducts of production or Processing operations (Rental Properties)</p> <p>Description of Rental Unit:</p> <p>SELF-STORAGE FACILITIES</p> <p>002 008 Outdoor Property</p> <p>Any One Occurrence \$10,000</p> <p>Any One Tree, Shrub or Plant \$1,000</p> <p>002 008 Ordinance or Law</p> <p>Coverage 1</p> <p>Coverage 2 and 3 Combined \$50,000</p> <p>Business Income and Extra Expense Optional Coverage: No</p> <p>002 008 Outdoor Signs \$5,000</p> <p>002 008 Utility Services - Direct Damage</p> <p>Covered Property:</p> <p>Builing</p> <p>Utility Services:</p> <p>Water Supply \$10,000</p> <p>Communication Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>Power Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>Covered Property:</p> <p>Business Personal Property</p> <p>Utility Services:</p> <p>Water Supply \$10,000</p>					



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BUSINESS OWNERS POLICY DECLARATIONS

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY			
NAMED INSURED AND MAILING ADDRESS		AGENCY	45-02114	PROD.	000
ATM STORAGE LLC 149 PINEY FOREST RD DANVILLE VA 24540		BANKERS INSURANCE LLC 120 CROWN DR DANVILLE VA 24540-5932 TELEPHONE 434-792-8711			
Policy Number: BOP 0 603 31V		WIC Account Number: 4570001203 M			
Policy Period	From 12/04/19 To 12/04/20	at 12:01 A.M. Standard Time at your mailing address shown above.			
<p>Communication Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>Power Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>002 008 Valuable Papers and Records \$25,000</p> <p>002 009 Accounts Receivable \$25,000</p> <p>002 009 Business Income from Dependent Properties \$5,000</p> <p>002 009 Business Income and Extra Expense - Revised Period of Indemnity 12 Months</p> <p>002 009 Debris Removal Additional Insurance \$25,000</p> <p>002 009 Property Expanded Plus Endorsement Refer to Form</p> <p>002 009 Fine Arts Coverage \$10,000</p> <p>No coverage for Breakage provided. Miscellaneous fine arts at a limit of insurance of \$10,000 with no one item to exceed \$2,500</p> <p>002 009 Money and Securities - Inside Premises \$10,000</p> <p>002 009 Money and Securities - Outside Premises \$5,000</p> <p>002 009 Exclusion of Loss due to Byproducts of production or Processing operations (Rental Properties)</p> <p>Description of Rental Unit: SELF-STORAGE FACILITIES</p> <p>002 009 Outdoor Property \$10,000</p> <p>Any One Occurrence \$1,000</p> <p>Any One Tree, Shrub or Plant</p> <p>002 009 Ordinance or Law Coverage 1 Does not Apply</p> <p>Coverage 2 and 3 Combined \$50,000</p> <p>Business Income and Extra Expense Optional Coverage: No</p> <p>002 009 Outdoor Signs \$5,000</p> <p>002 009 Utility Services - Direct Damage</p> <p>Covered Property: Building</p> <p>Utility Services: Water Supply \$10,000</p> <p>Communication Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>Power Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>Covered Property: Business Personal Property</p> <p>Utility Services: Water Supply \$10,000</p> <p>Communication Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>Power Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>002 009 Valuable Papers and Records \$25,000</p> <p>002 010 Accounts Receivable \$25,000</p> <p>002 010 Business Income from Dependent Properties \$5,000</p> <p>002 010 Business Income and Extra Expense - Revised Period of Indemnity 12 Months</p> <p>002 010 Debris Removal Additional Insurance \$25,000</p> <p>002 010 Property Expanded Plus Endorsement Refer to Form</p> <p>002 010 Fine Arts Coverage \$10,000</p> <p>No coverage for Breakage provided. Miscellaneous fine arts at a limit of insurance of \$10,000 with no one item to exceed \$2,500</p>					

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BUSINESS OWNERS POLICY DECLARATIONS**

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY			
NAMED INSURED AND MAILING ADDRESS		AGENCY	45-02114	PROD.	000
ATM STORAGE LLC 149 PINEY FOREST RD DANVILLE VA 24540		BANKERS INSURANCE LLC 120 CROWN DR DANVILLE VA 24540-5932 TELEPHONE 434-792-8711			
Policy Number: BOP 0 603 31V		WIC Account Number: 4570001203			M
Policy Period	From 12/04/19 To 12/04/20	at 12:01 A.M. Standard Time at your mailing address shown above.			
002 010	Money and Securities - Inside Premises				\$10,000
002 010	Money and Securities - Outside Premises				\$5,000
002 010	Exclusion of Loss due to Byproducts of production or Processing operations (Rental Properties)				
	Description of Rental Unit: SELF-STORAGE FACILITIES				
002 010	Outdoor Property Any One Occurrence				\$10,000
	Any One Tree, Shrub or Plant				\$1,000
002 010	Ordinance or Law Coverage 1				Does not Apply
	Coverage 2 and 3 Combined				\$50,000
	Business Income and Extra Expense Optional Coverage: No				
002 010	Outdoor Signs				\$5,000
002 010	Utility Services - Direct Damage				
	Covered Property: Building				
	Utility Services: Water Supply				\$10,000
	Communication Supply - Not Including Overhead Transmission Lines				\$10,000
	Power Supply - Not Including Overhead Transmission Lines				\$10,000
	Covered Property: Business Personal Property				
	Utility Services: Water Supply				\$10,000
	Communication Supply - Not Including Overhead Transmission Lines				\$10,000
	Power Supply - Not Including Overhead Transmission Lines				\$10,000
002 010	Valuable Papers and Records				\$25,000
002 011	Accounts Receivable				\$25,000
002 011	Business Income from Dependent Properties				\$5,000
002 011	Business Income and Extra Expense - Revised Period of Indemnity				12 Months
002 011	Debris Removal Additional Insurance				\$25,000
002 011	Property Expanded Plus Endorsement				Refer to Form
002 011	Fine Arts Coverage No coverage for Breakage provided. Miscellaneous fine arts at a limit of insurance of \$10,000 with no one item to exceed \$2,500				\$10,000
002 011	Money and Securities - Inside Premises				\$10,000
002 011	Money and Securities - Outside Premises				\$5,000
002 011	Exclusion of Loss due to Byproducts of production or Processing operations (Rental Properties)				
	Description of Rental Unit: SELF-STORAGE FACILITIES				
002 011	Outdoor Property Any One Occurrence				\$10,000
	Any One Tree, Shrub or Plant				\$1,000
002 011	Ordinance or Law Coverage 1				Does not Apply
	Coverage 2 and 3 Combined				\$50,000
	Business Income and Extra Expense Optional Coverage: No				
002 011	Outdoor Signs				\$5,000
002 011	Utility Services - Direct Damage				

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COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY			
NAMED INSURED AND MAILING ADDRESS		AGENCY	45-02114	PROD.	000
ATM STORAGE LLC 149 PINEY FOREST RD DANVILLE VA 24540		BANKERS INSURANCE LLC 120 CROWN DR DANVILLE VA 24540-5932 TELEPHONE 434-792-8711			
Policy Number: BOP 0 603 31V		WIC Account Number: 4570001203 M			
Policy Period	From 12/04/19 To 12/04/20	at 12:01 A.M. Standard Time at your mailing address shown above.			
<p><b>Covered Property:</b>            Building            Utility Services:            Water Supply            Communication Supply - Not Including Overhead            Transmission Lines \$10,000            Power Supply - Not Including Overhead            Transmission Lines \$10,000            \$10,000         </p> <p><b>Covered Property:</b>            Business Personal Property            Utility Services:            Water Supply            Communication Supply - Not Including Overhead            Transmission Lines \$10,000            Power Supply - Not Including Overhead            Transmission Lines \$10,000            \$10,000         </p> <p>002 011 Valuable Papers and Records \$25,000            003 ALL Fire Department Service Charge \$10,000            003 001 Accounts Receivable \$25,000            003 001 Business Income from Dependent Properties \$5,000            003 001 Business Income and Extra Expense - Revised Period of Indemnity 12 Months            003 001 Debris Removal Additional Insurance \$25,000            003 001 Property Expanded Plus Endorsement Refer to Form            003 001 Fine Arts Coverage \$10,000            No coverage for Breakage provided.            Miscellaneous fine arts at a limit of insurance of \$10,000            with no one item to exceed \$2,500            003 001 Money and Securities - Inside Premises \$10,000            003 001 Money and Securities - Outside Premises \$5,000            003 001 Exclusion of Loss due to Byproducts of production or            Processing operations (Rental Properties)            Description of Rental Unit:            APARTMENTS - WITH RETAIL - 1-4 UNITS            003 001 Outdoor Property            Any One Occurrence \$10,000            Any One Tree, Shrub or Plant \$1,000            003 001 Ordinance or Law            Coverage 1            Coverage 2 and 3 Combined            Business Income and Extra Expense Optional Coverage: No            Does not apply            \$50,000            003 001 Outdoor Signs \$5,000            003 001 Utility Services - Direct Damage            Covered Property:            Building            Utility Services:            Water Supply            Communication Supply - Not Including Overhead            Transmission Lines \$10,000            Power Supply - Not Including Overhead            Transmission Lines \$10,000            \$10,000         </p> <p><b>Covered Property:</b>            Business Personal Property            Utility Services:            Water Supply            Communication Supply - Not Including Overhead            Transmission Lines \$10,000            \$10,000         </p>					



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COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY			
NAMED INSURED AND MAILING ADDRESS		AGENCY	45-02114	PROD.	000
ATM STORAGE LLC 149 PINEY FOREST RD DANVILLE VA 24540		BANKERS INSURANCE LLC 120 CROWN DR DANVILLE VA 24540-5932 TELEPHONE 434-792-8711			
Policy Number: BOP 0 603 31V		WIC Account Number: 4570001203 M			
Policy Period	From 12/04/19 To 12/04/20	at 12:01 A.M. Standard Time at your mailing address shown above.			
<p>Power Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>003 001 Valuable Papers and Records \$25,000</p> <p>003 002 Accounts Receivable \$25,000</p> <p>003 002 Business Income from Dependent Properties \$5,000</p> <p>003 002 Business Income and Extra Expense - 12 Months Revised Period of Indemnity</p> <p>003 002 Debris Removal Additional Insurance \$25,000</p> <p>003 002 Property Expanded Plus Endorsement Refer to Form</p> <p>003 002 Fine Arts Coverage \$10,000</p> <p>No coverage for Breakage provided.</p> <p>Miscellaneous fine arts at a limit of insurance of \$10,000 with no one item to exceed \$2,500</p> <p>003 002 Money and Securities - Inside Premises \$10,000</p> <p>003 002 Money and Securities - Outside Premises \$5,000</p> <p>003 002 Exclusion of Loss due to Byproducts of production or Processing operations (Rental Properties)</p> <p>Description of Rental Unit: SELF-STORAGE FACILITIES</p> <p>003 002 Outdoor Property</p> <p>Any One Occurrence \$10,000</p> <p>Any One Tree, Shrub or Plant \$1,000</p> <p>003 002 Ordinance or Law</p> <p>Coverage 1</p> <p>Coverage 2 and 3 Combined Does not Apply</p> <p>\$50,000</p> <p>Business Income and Extra Expense Optional Coverage: No</p> <p>003 002 Outdoor Signs \$5,000</p> <p>003 002 Utility Services - Direct Damage</p> <p>Covered Property:</p> <p>Building</p> <p>Utility Services:</p> <p>Water Supply \$10,000</p> <p>Communication Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>Power Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>Covered Property:</p> <p>Business Personal Property</p> <p>Utility Services:</p> <p>Water Supply \$10,000</p> <p>Communication Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>Power Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>003 002 Valuable Papers and Records \$25,000</p> <p>003 003 Accounts Receivable \$25,000</p> <p>003 003 Business Income from Dependent Properties \$5,000</p> <p>003 003 Business Income and Extra Expense - 12 Months Revised Period of Indemnity</p> <p>003 003 Debris Removal Additional Insurance \$25,000</p> <p>003 003 Property Expanded Plus Endorsement Refer to Form</p> <p>003 003 Fine Arts Coverage \$10,000</p> <p>No coverage for Breakage provided.</p> <p>Miscellaneous fine arts at a limit of insurance of \$10,000 with no one item to exceed \$2,500</p> <p>003 003 Money and Securities - Inside Premises \$10,000</p> <p>003 003 Money and Securities - Outside Premises \$5,000</p>					

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**WESTFIELD®****NEW  
BUSINESS OWNERS POLICY DECLARATIONS**

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY			
NAMED INSURED AND MAILING ADDRESS		AGENCY	45-02114	PROD.	000
ATM STORAGE LLC 149 PINEY FOREST RD DANVILLE VA 24540		BANKERS INSURANCE LLC 120 CROWN DR DANVILLE VA 24540-5932 TELEPHONE 434-792-8711			
Policy Number: BOP 0 603 31V		WIC Account Number: 4570001203 M			
Policy Period	From 12/04/19 To 12/04/20	at 12:01 A.M. Standard Time at your mailing address shown above.			
<p>003 003 Exclusion of Loss due to Byproducts of production or Processing operations (Rental Properties)</p> <p>Description of Rental Unit: SELF-STORAGE FACILITIES</p> <p>003 003 Outdoor Property</p> <p>Any One Occurrence \$10,000</p> <p>Any One Tree, Shrub or Plant \$1,000</p> <p>003 003 Ordinance or Law</p> <p>Coverage 1 Does not Apply</p> <p>Coverage 2 and 3 Combined \$50,000</p> <p>Business Income and Extra Expense Optional Coverage: No</p> <p>003 003 Outdoor Signs \$5,000</p> <p>003 003 Utility Services - Direct Damage</p> <p>Covered Property:</p> <p>Building</p> <p>Utility Services:</p> <p>Water Supply \$10,000</p> <p>Communication Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>Power Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>Covered Property:</p> <p>Business Personal Property</p> <p>Utility Services:</p> <p>Water Supply \$10,000</p> <p>Communication Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>Power Supply - Not Including Overhead Transmission Lines \$10,000</p> <p>003 003 Valuable Papers and Records \$10,000</p> <p>003 004 Accounts Receivable \$25,000</p> <p>003 004 Business Income from Dependent Properties \$25,000</p> <p>003 004 Business Income and Extra Expense - \$5,000</p> <p>12 Months</p> <p>Revised Period of Indemnity</p> <p>003 004 Debris Removal Additional Insurance \$25,000</p> <p>003 004 Property Expanded Plus Endorsement Refer to Form</p> <p>003 004 Fine Arts Coverage \$10,000</p> <p>No coverage for Breakage provided.</p> <p>Miscellaneous fine arts at a limit of insurance of \$10,000 with no one item to exceed \$2,500</p> <p>003 004 Money and Securities - Inside Premises \$10,000</p> <p>003 004 Money and Securities - Outside Premises \$5,000</p> <p>003 004 Exclusion of Loss due to Byproducts of production or Processing operations (Rental Properties)</p> <p>Description of Rental Unit: SELF-STORAGE FACILITIES</p> <p>003 004 Outdoor Property</p> <p>Any One Occurrence \$10,000</p> <p>Any One Tree, Shrub or Plant \$1,000</p> <p>003 004 Ordinance or Law</p> <p>Coverage 1 Does not Apply</p> <p>Coverage 2 and 3 Combined \$50,000</p> <p>Business Income and Extra Expense Optional Coverage: No</p> <p>003 004 Outdoor Signs \$5,000</p> <p>003 004 Utility Services - Direct Damage</p> <p>Covered Property:</p> <p>Building</p>					

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<b>WESTFIELD®</b>		NEW BUSINESS OWNERS POLICY DECLARATIONS																																																																																														
COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY																																																																																														
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<p><b>Utility Services:</b></p> <table> <tr> <td>Water Supply</td> <td>\$10,000</td> </tr> <tr> <td>Communication Supply - Not Including Overhead Transmission Lines</td> <td>\$10,000</td> </tr> <tr> <td>Power Supply - Not Including Overhead Transmission Lines</td> <td>\$10,000</td> </tr> </table> <p><b>Covered Property:</b></p> <table> <tr> <td>Business Personal Property</td> <td></td> </tr> <tr> <td><b>Utility Services:</b></td> <td></td> </tr> <tr> <td>Water Supply</td> <td>\$10,000</td> </tr> <tr> <td>Communication Supply - Not Including Overhead Transmission Lines</td> <td>\$10,000</td> </tr> <tr> <td>Power Supply - Not Including Overhead Transmission Lines</td> <td>\$10,000</td> </tr> </table> <table> <tr> <td>003 004 Valuable Papers and Records</td> <td>\$25,000</td> </tr> <tr> <td>003 005 Accounts Receivable</td> <td>\$25,000</td> </tr> <tr> <td>003 005 Business Income from Dependent Properties</td> <td>\$5,000</td> </tr> <tr> <td>003 005 Business Income and Extra Expense - Revised Period of Indemnity</td> <td>12 Months</td> </tr> <tr> <td>003 005 Debris Removal Additional Insurance</td> <td>\$25,000</td> </tr> <tr> <td>003 005 Property Expanded Plus Endorsement</td> <td>Refer to Form</td> </tr> <tr> <td>003 005 Fine Arts Coverage</td> <td>\$10,000</td> </tr> <tr> <td colspan="2">No coverage for Breakage provided. Miscellaneous fine arts at a limit of insurance of \$10,000 with no one item to exceed \$2,500</td> </tr> <tr> <td>003 005 Money and Securities - Inside Premises</td> <td>\$10,000</td> </tr> <tr> <td>003 005 Money and Securities - Outside Premises</td> <td>\$5,000</td> </tr> <tr> <td>003 005 Exclusion of Loss due to Byproducts of production or Processing operations (Rental Properties)</td> <td></td> </tr> <tr> <td colspan="2">Description of Rental Unit: SELF-STORAGE FACILITIES</td> </tr> <tr> <td>003 005 Outdoor Property</td> <td></td> </tr> <tr> <td colspan="2">Any One Occurrence</td> <td>\$10,000</td> </tr> <tr> <td colspan="2">Any One Tree, Shrub or Plant</td> <td>\$1,000</td> </tr> <tr> <td>003 005 Ordinance or Law</td> <td></td> </tr> <tr> <td colspan="2">Coverage 1</td> <td>Does not Apply</td> </tr> <tr> <td colspan="2">Coverage 2 and 3 Combined</td> <td>\$50,000</td> </tr> <tr> <td colspan="2">Business Income and Extra Expense Optional Coverage: No</td> <td></td> </tr> <tr> <td>003 005 Outdoor Signs</td> <td>\$5,000</td> </tr> <tr> <td>003 005 Utility Services - Direct Damage</td> <td></td> </tr> <tr> <td colspan="6"> <p><b>Covered Property:</b></p> <table> <tr> <td>Building</td> <td></td> </tr> <tr> <td><b>Utility Services:</b></td> <td></td> </tr> <tr> <td>Water Supply</td> <td>\$10,000</td> </tr> <tr> <td>Communication Supply - Not Including Overhead Transmission Lines</td> <td>\$10,000</td> </tr> <tr> <td>Power Supply - Not Including Overhead Transmission Lines</td> <td>\$10,000</td> </tr> </table> <p><b>Covered Property:</b></p> <table> <tr> <td>Business Personal Property</td> <td></td> </tr> <tr> <td><b>Utility Services:</b></td> <td></td> </tr> <tr> <td>Water Supply</td> <td>\$10,000</td> </tr> <tr> <td>Communication Supply - Not Including Overhead Transmission Lines</td> <td>\$10,000</td> </tr> <tr> <td>Power Supply - Not Including Overhead Transmission Lines</td> <td>\$10,000</td> </tr> </table> </td> </tr> <tr> <td>003 005 Valuable Papers and Records</td> <td>\$25,000</td> </tr> </table>						Water Supply	\$10,000	Communication Supply - Not Including Overhead Transmission Lines	\$10,000	Power Supply - Not Including Overhead Transmission Lines	\$10,000	Business Personal Property		<b>Utility Services:</b>		Water Supply	\$10,000	Communication Supply - Not Including Overhead Transmission Lines	\$10,000	Power Supply - Not Including Overhead Transmission Lines	\$10,000	003 004 Valuable Papers and Records	\$25,000	003 005 Accounts Receivable	\$25,000	003 005 Business Income from Dependent Properties	\$5,000	003 005 Business Income and Extra Expense - Revised Period of Indemnity	12 Months	003 005 Debris Removal Additional Insurance	\$25,000	003 005 Property Expanded Plus Endorsement	Refer to Form	003 005 Fine Arts Coverage	\$10,000	No coverage for Breakage provided. Miscellaneous fine arts at a limit of insurance of \$10,000 with no one item to exceed \$2,500		003 005 Money and Securities - Inside Premises	\$10,000	003 005 Money and Securities - Outside Premises	\$5,000	003 005 Exclusion of Loss due to Byproducts of production or Processing operations (Rental Properties)		Description of Rental Unit: SELF-STORAGE FACILITIES		003 005 Outdoor Property		Any One Occurrence		\$10,000	Any One Tree, Shrub or Plant		\$1,000	003 005 Ordinance or Law		Coverage 1		Does not Apply	Coverage 2 and 3 Combined		\$50,000	Business Income and Extra Expense Optional Coverage: No			003 005 Outdoor Signs	\$5,000	003 005 Utility Services - Direct Damage		<p><b>Covered Property:</b></p> <table> <tr> <td>Building</td> <td></td> </tr> <tr> <td><b>Utility Services:</b></td> <td></td> </tr> <tr> <td>Water Supply</td> <td>\$10,000</td> </tr> <tr> <td>Communication Supply - Not Including Overhead Transmission Lines</td> <td>\$10,000</td> </tr> <tr> <td>Power Supply - Not Including Overhead Transmission Lines</td> <td>\$10,000</td> </tr> </table> <p><b>Covered Property:</b></p> <table> <tr> <td>Business Personal Property</td> <td></td> </tr> <tr> <td><b>Utility Services:</b></td> <td></td> </tr> <tr> <td>Water Supply</td> <td>\$10,000</td> </tr> <tr> <td>Communication Supply - Not Including Overhead Transmission Lines</td> <td>\$10,000</td> </tr> <tr> <td>Power Supply - Not Including Overhead Transmission Lines</td> <td>\$10,000</td> </tr> </table>						Building		<b>Utility Services:</b>		Water Supply	\$10,000	Communication Supply - Not Including Overhead Transmission Lines	\$10,000	Power Supply - Not Including Overhead Transmission Lines	\$10,000	Business Personal Property		<b>Utility Services:</b>		Water Supply	\$10,000	Communication Supply - Not Including Overhead Transmission Lines	\$10,000	Power Supply - Not Including Overhead Transmission Lines	\$10,000	003 005 Valuable Papers and Records	\$25,000
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BUSINESS OWNERS POLICY DECLARATIONS

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY			
NAMED INSURED AND MAILING ADDRESS		AGENCY	45-02114	PROD.	000
ATM STORAGE LLC 149 PINEY FOREST RD DANVILLE VA 24540		BANKERS INSURANCE LLC 120 CROWN DR DANVILLE VA 24540-5932 TELEPHONE 434-792-8711			
Policy Number: BOP 0 603 31V		WIC Account Number: 4570001203   M			
Policy Period	From 12/04/19 To 12/04/20	at 12:01 A.M. Standard Time at your mailing address shown above.			
<p><b>SELF-STORAGE FACILITIES</b></p> <p>003 007 Outdoor Property Any One Occurrence \$10,000 Any One Tree, Shrub or Plant \$1,000</p> <p>003 007 Ordinance or Law Coverage 1 Coverage 2 and 3 Combined \$50,000 Business Income and Extra Expense Optional Coverage: No Does not Apply</p> <p>003 007 Outdoor Signs \$5,000</p> <p>003 007 Utility Services - Direct Damage</p> <p>Covered Property: Building Utility Services: Water Supply Communication Supply - Not Including Overhead \$10,000 Transmissions Lines \$10,000 Power Supply - Not Including Overhead Transmissions Lines \$10,000</p> <p>Covered Property: Business Personal Property Utility Services: Water Supply Communication Supply - Not Including Overhead \$10,000 Transmissions Lines \$10,000 Power Supply - Not Including Overhead Transmissions Lines \$10,000</p> <p>003 007 Valuable Papers and Records \$10,000 \$25,000</p> <p>003 008 Accounts Receivable \$25,000</p> <p>003 008 Business Income from Dependent Properties \$5,000</p> <p>003 008 Business Income and Extra Expense - 12 Months</p> <p>Revised Period of Indemnity</p> <p>003 008 Debris Removal Additional Insurance \$25,000</p> <p>003 008 Property Expanded Plus Endorsement Refer to Form</p> <p>003 008 Fine Arts Coverage No coverage for Breakage provided. Miscellaneous fine arts at a limit of insurance of \$10,000 with no one item to exceed \$2,500</p> <p>003 008 Money and Securities - Inside Premises \$10,000</p> <p>003 008 Money and Securities - Outside Premises \$5,000</p> <p>003 008 Exclusion of Loss due to Byproducts of production or Processing operations (Rental Properties) Description of Rental Unit: SELF-STORAGE FACILITIES</p> <p>003 008 Outdoor Property Any One Occurrence \$10,000 Any One Tree, Shrub or Plant \$1,000</p> <p>003 008 Ordinance or Law Coverage 1 Coverage 2 and 3 Combined \$50,000 Business Income and Extra Expense Optional Coverage: No Does not Apply</p> <p>003 008 Outdoor Signs \$5,000</p> <p>003 008 Utility Services - Direct Damage</p> <p>Covered Property: Building Utility Services: Water Supply Communication Supply - Not Including Overhead \$10,000</p>					

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<p><b>Covered Property:</b></p> <p>Business Personal Property</p> <p>Utility Services:</p> <p>Water Supply</p> <p>Communication Supply - Not Including Overhead</p> <p>Transmission Lines</p> <p>Power Supply - Not Including Overhead</p> <p>Transmission Lines</p> <p>003 008 Valuable Papers and Records</p> <p>003 009 Accounts Receivable</p> <p>003 009 Business Income from Dependent Properties</p> <p>003 009 Business Income and Extra Expense - Revised Period of Indemnity</p> <p>003 009 Debris Removal Additional Insurance</p> <p>003 009 Property Expanded Plus Endorsement</p> <p>003 009 Fine Arts Coverage No coverage for Breakage provided. Miscellaneous fine arts at a limit of insurance of \$10,000 with no one item to exceed \$2,500</p> <p>003 009 Money and Securities - Inside Premises</p> <p>003 009 Money and Securities - Outside Premises</p> <p>003 009 Exclusion of Loss due to Byproducts of production or Processing operations (Rental Properties) Description of Rental Unit: SELF-STORAGE FACILITIES</p> <p>003 009 Outdoor Property Any One Occurrence</p> <p>Any One Tree, Shrub or Plant</p> <p>003 009 Ordinance or Law Coverage 1</p> <p>Coverage 2 and 3 Combined</p> <p>Business Income and Extra Expense Optional Coverage: No</p> <p>003 009 Outdoor Signs</p> <p>003 009 Utility Services - Direct Damage</p> <p><b>Covered Property:</b></p> <p>Building</p> <p>Utility Services:</p> <p>Water Supply</p> <p>Communication Supply - Not Including Overhead</p> <p>Transmission Lines</p> <p>Power Supply - Not Including Overhead</p> <p>Transmission Lines</p> <p>003 009 Valuable Papers and Records</p> <p>004 ALL Fire Department Service Charge</p> <p>004 001 Accounts Receivable</p> <p>004 001 Business Income from Dependent Properties</p>					

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Only the coverages listed above are afforded					
OTHER INTERESTS					
Loc. Bldg.					
ALL ALL	Additional Insured - Managers or Lessors of Premises Automatic status when required by contract				
ALL ALL	Additional Insured - Grantor of Franchise Automatic status when required by contract				
ALL ALL	Additional Insured - Mortgagee, Assignee or Receiver Automatic status when required by contract				
ALL ALL	Additional Insured - Owners or Other Interest From Whom Land has been Leased Automatic status when required by contract				
ALL ALL	Additional Insured - State or Political Subdivisions - Permits Relating to Premises Automatic status when required by contract				

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**DEDUCTIBLES**

Deductible is \$1,000  
 Optional Coverage/Exterior Building Glass Deductible is \$500  
 Customers Goods Legal Liability Deductible is \$250  
 Lock-out or Sale, Removal and Disposal Liability Deductible is NA  
 Employee Dishonesty Deductible is \$500  
 Money & Securities Deductible is \$500  
 Outdoor Signs Deductible is \$500

Loc. Bldg.

001	001	Fine Arts Coverage	Deductible	\$500
001	001	Scheduled Property Coverage	Deductible	\$500
001	002	Fine Arts Coverage	Deductible	\$500
001	003	Fine Arts Coverage	Deductible	\$500
001	004	Fine Arts Coverage	Deductible	\$500
001	005	Fine Arts Coverage	Deductible	\$500
001	006	Fine Arts Coverage	Deductible	\$500
001	007	Fine Arts Coverage	Deductible	\$500
002	001	Fine Arts Coverage	Deductible	\$500
002	002	Fine Arts Coverage	Deductible	\$500
002	003	Fine Arts Coverage	Deductible	\$500
002	004	Fine Arts Coverage	Deductible	\$500
002	005	Fine Arts Coverage	Deductible	\$500
002	006	Fine Arts Coverage	Deductible	\$500
002	007	Fine Arts Coverage	Deductible	\$500
002	008	Fine Arts Coverage	Deductible	\$500
002	009	Fine Arts Coverage	Deductible	\$500
002	010	Fine Arts Coverage	Deductible	\$500
002	011	Fine Arts Coverage	Deductible	\$500
003	001	Fine Arts Coverage	Deductible	\$500
003	002	Fine Arts Coverage	Deductible	\$500
003	003	Fine Arts Coverage	Deductible	\$500
003	004	Fine Arts Coverage	Deductible	\$500
003	005	Fine Arts Coverage	Deductible	\$500
003	006	Fine Arts Coverage	Deductible	\$500
003	007	Fine Arts Coverage	Deductible	\$500
003	008	Fine Arts Coverage	Deductible	\$500
003	009	Fine Arts Coverage	Deductible	\$500
004	001	Fine Arts Coverage	Deductible	\$500

**FORMS AND ENDORSEMENTS**

ALC2000	01/87*	BP0003	07/13*	BP0116	10/17*	BP0132	10/15*	BP0402	07/13*
BP0407	07/13*	BP0409	07/13*	BP0410	07/13*	BP0438	01/06*	BP0446	07/13*
BP0456	07/13*	BP0493	01/06*	BP0501	07/02*	BP0523	01/15*	BP0577	01/06*
BP1002	01/14*	BP1217	07/02*	BP1405	07/13*	BP1486	07/13*	BP1504	05/14*
BP7018	06/10*	BP7024	10/10*	BP7034	03/11*	BP7040	09/17*	BP7081	12/18*
BP7082	12/18*	BPW0186	03/06*	BPW0201	03/06*	BPW0203	01/06*	IL7013	12/06*
BP0483	01/10*	BPW0211	01/07*	IL7041	12/14*	BP7028	03/11*	BP1478	07/13*

COUNTERSIGNED: Date \_\_\_\_\_  
 By \_\_\_\_\_  
 (authorized representative)

## BUSINESS OWNERS

## BUSINESS OWNERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

In Section II - Liability, the word "insured" means any person or organization qualifying as such under Paragraph C. Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph H. Property Definitions in Section I - Property and Paragraph F. Liability And Medical Expenses Definitions in Section II - Liability.

## SECTION I - PROPERTY

## A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

## 1. Covered Property

Covered Property includes Buildings as described under Paragraph a. below, Business Personal Property as described under Paragraph b. below, or both, depending on whether a Limit Of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, or both, there is no coverage for property described under Paragraph 2. Property Not Covered.

- a. Buildings, meaning the buildings and structures at the premises described in the Declarations, including:
  - (1) Completed additions;
  - (2) Fixtures, including outdoor fixtures;
  - (3) Permanently installed:
    - (a) Machinery; and
    - (b) Equipment;
  - (4) Your personal property in apartments, rooms or common areas furnished by you as landlord;
  - (5) Personal property owned by you that is used to maintain or service the buildings or structures or the premises, including:

- (a) Fire extinguishing equipment;
- (b) Outdoor furniture;
- (c) Floor coverings; and
- (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (6) If not covered by other insurance:
  - (a) Additions under construction, alterations and repairs to the buildings or structures;
  - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.
- b. Business Personal Property located in or on the buildings or structures at the described premises or in the open (or in a vehicle) within 100 feet of the buildings or structures or within 100 feet of the premises described in the Declarations, whichever distance is greater, including:
  - (1) Property you own that is used in your business;
  - (2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition Paragraph E.5.d.(3)(b);
  - (3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
    - (a) Made a part of the building or structure you occupy but do not own; and
    - (b) You acquired or made at your expense but cannot legally remove;
  - (4) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph 1.b.(2); and

(5) Exterior building glass, if you are a tenant and no Limit Of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.

## 2. Property Not Covered

Covered Property does not include:

- a. Aircraft, automobiles, motortrucks and other vehicles subject to motor vehicle registration;
- b. "Money" or "securities" except as provided in the:
  - (1) Money And Securities Optional Coverage; or
  - (2) Employee Dishonesty Optional Coverage;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- e. Outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or plants which are part of a vegetated roof), all except as provided in the:
  - (1) Outdoor Property Coverage Extension; or
  - (2) Outdoor Signs Optional Coverage;
- f. Watercraft (including motors, equipment and accessories) while afloat;
- g. Accounts, bills, food stamps, other evidences of debt, accounts receivable or "valuable papers and records"; except as otherwise provided in this policy;
- h. "Computer(s)" which are permanently installed or designed to be permanently installed in any aircraft, watercraft, motortruck or other vehicle subject to motor vehicle registration. This paragraph does not apply to "computer(s)" while held as "stock";
- i. "Electronic data", except as provided under Additional Coverages - Elec-

tronic Data. This Paragraph i. does not apply to your "stock" of prepackaged software or to "electronic data" which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system; or

j. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings.

## 3. Covered Causes Of Loss

Direct physical loss unless the loss is excluded or limited under Section I - Property.

## 4. Limitations

- a. We will not pay for loss of or damage to:
  - (1) Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
  - (2) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
  - (3) Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property. This limitation does not apply to the Optional Coverage for Money and Securities.
  - (4) Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
  - (5) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

- (a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
- (b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- (6) Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
  - (a) Dampness or dryness of atmosphere or of soil supporting the vegetation;
  - (b) Changes in or extremes of temperature;
  - (c) Disease;
  - (d) Frost or hail; or
  - (e) Rain, snow, ice or sleet.
- b. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
  - (1) Animals, and then only if they are killed or their destruction is made necessary.
  - (2) Fragile articles such as glassware, statuary, marble, chinaware and porcelain, if broken. This restriction does not apply to:
    - (a) Glass that is part of the exterior or interior of a building or structure;
    - (b) Containers of property held for sale; or
    - (c) Photographic or scientific instrument lenses.
- c. For loss or damage by theft, the following types of property are covered only up to the limits shown (unless a higher Limit Of Insurance is shown in the Declarations):
  - (1) \$2,500 for furs, fur garments and garments trimmed with fur.
  - (2) \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious

alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.

- (3) \$2,500 for patterns, dies, molds and forms.

## 5. Additional Coverages

### a. Debris Removal

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
  - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
  - (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
  - (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;
  - (d) Remove property of others of a type that would not be Covered Property under this policy;
  - (e) Remove deposits of mud or earth from the grounds of the described premises;
  - (f) Extract "pollutants" from land or water; or
  - (g) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:

- (a) The most that we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
- (b) Subject to Paragraph (3)(a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.

(4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

## (5) Examples

### Example #1

Limit of Insurance \$ 90,000

Amount of Deductible	\$ 500
Amount of Loss	\$ 50,000
Amount of Loss Payable	\$ 49,500
	( $\$50,000 - \$500$ )
Debris Removal Expense	\$ 10,000
Debris Removal Expense	
Payable	\$ 10,000
	(\$10,000 is 20% of \$50,000)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense ( $\$49,500 + \$10,000 = \$59,500$ ) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

### Example #2

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 80,000
Amount of Loss Payable	\$ 79,500
	( $\$80,000 - \$500$ )
Debris Removal Expense	\$ 40,000
Debris Removal Expense	
Payable	
Basic Amount	\$ 10,500
Additional Amount	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows:  $\$80,000 (\$79,500 + 500) \times .25 = \$20,000$ ; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 is 50% of \$80,000), and because the sum of the loss payable and debris removal expense ( $\$79,500 + \$40,000 = \$119,500$ ) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

**b. Preservation Of Property**

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss of or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

**c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$2,500 for service at each premises described in the Declarations, unless a different limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

**d. Collapse**

The coverage provided under this Additional Coverage - Collapse applies only to an abrupt collapse as described and limited in Paragraphs d.(1) through d.(7).

- (1) For the purpose of this Additional Coverage - Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
- (2) We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this policy or that contains Covered Property insured under this policy, if such collapse is caused by one or more of the following:

(a) Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;

(b) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

(c) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.

(d) Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

- (i) A cause of loss listed in Paragraph (2)(a) or (2)(b);
- (ii) One or more of the "specified causes of loss";
- (iii) Breakage of building glass;
- (iv) Weight of people or personal property; or
- (v) Weight of rain that collects on a roof.

(3) This Additional Coverage - Collapse does **not** apply to:

(a) A building or any part of a building that is in danger of falling down or caving in;

(b) A part of a building that is standing, even if it has separated from another part of the building; or

(c) A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(4) With respect to the following property:

(a) Awnings;

- (b) Gutters and downspouts;
- (c) Yard fixtures;
- (d) Outdoor swimming pools;
- (e) Piers, wharves and docks;
- (f) Beach or diving platforms or appurtenances;
- (g) Retaining walls; and
- (h) Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in Paragraphs (2)(a) through (2)(d), we will pay for loss or damage to that property only if such loss or damage is a direct result of the abrupt collapse of a building insured under this policy and the property is Covered Property under this policy.

(5) If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

- (a) The collapse of personal property was caused by a cause of loss listed in Paragraphs (2)(a) through (2)(d) of this Additional Coverage;
- (b) The personal property which collapses is inside a building; and
- (c) The property which collapses is not of a kind listed in Paragraph (4), regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph (5) does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

(6) This Additional Coverage - Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(7) This Additional Coverage - Collapse will not increase the Limits of Insurance provided in this policy.

(8) The term Covered Cause of Loss includes the Additional Coverage - Collapse as described and limited in Paragraphs d.(1) through d.(7).

**e. Water Damage, Other Liquids, Powder Or Molten Material Damage**

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

We will not pay the cost to repair any defect that caused the loss or damage, but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- (1) Results in discharge of any substance from an automatic fire protection system; or
- (2) Is directly caused by freezing.

**f. Business Income**

**(1) Business Income**

(a) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises mean:

- (i) The portion of the building which you rent, lease or occupy;

- (ii) The area within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
  - i. Officers;
  - ii. Executives;
  - iii. Department Managers;
  - iv. Employees under contract; and
  - v. Additional Exemptions shown in the Declarations as:
    - Job Classifications; or
    - Employees.
- (iii) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.
- (b) We will only pay for loss of Business Income that you sustain during the "period of restoration" and that occurs within 12 consecutive months after the date of direct physical loss or damage. We will only pay for ordinary payroll expenses for 60 days following the date of direct physical loss or damage, unless a greater number of days is shown in the Declarations.
- (c) Business Income means the:
  - (i) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and
  - (ii) Continuing normal operating expenses incurred, including payroll.
- (d) Ordinary payroll expenses:
  - (i) Means payroll expenses for all your employees except:
    - i. Payroll;
    - ii. Employee benefits, if directly related to payroll;
    - iii. FICA payments you pay;
    - iv. Union dues you pay; and
    - v. Workers' compensation premiums.

## (2) Extended Business Income

- (a) If the necessary suspension of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:
  - (i) Begins on the date property except finished stock is actually repaired, rebuilt or replaced and "operations" are resumed; and
  - (ii) Ends on the earlier of:
    - i. The date you could restore your "operations", with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or

- ii. 60 consecutive days after the date determined in Paragraph (a)(i) above, unless a greater number of consecutive days is shown in the Declarations.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

- (b) Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.
- (3) With respect to the coverage provided in this Additional Coverage, suspension means:
  - (a) The partial slowdown or complete cessation of your business activities; or
  - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.
- (4) This Additional Coverage is not subject to the Limits of Insurance of Section I - Property.

**g. Extra Expense**

- (1) We will pay necessary Extra Expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only

part of a building, your premises mean:

- (a) The portion of the building which you rent, lease or occupy;
- (b) The area within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
- (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

(2) Extra Expense means expense incurred:

- (a) To avoid or minimize the suspension of business and to continue "operations":
  - (i) At the described premises; or
  - (ii) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.
- (b) To minimize the suspension of business if you cannot continue "operations".
- (c) To:
  - (i) Repair or replace any property; or
  - (ii) Research, replace or restore the lost information on damaged "valuable papers and records";

to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage or Additional Coverage f. Business Income.

- (3) With respect to the coverage provided in this Additional Coverage, suspension means:

- (a) The partial slowdown or complete cessation of your business activities; or
- (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.

(4) We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. This Additional Coverage is not subject to the Limits of Insurance of Section I - Property.

#### **h. Pollutant Clean-up And Removal**

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay for each location under this Additional Coverage is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

#### **i. Civil Authority**

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

(1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described

premises are within that area but are not more than one mile from the damaged property; and

(2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for necessary Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
- (2) When your Civil Authority Coverage for Business Income ends;

whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance of Section I - Property.

#### **j. Money Orders And "Counterfeit Money"**

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (2) "Counterfeit money" that is acquired during the regular course of business.

The most we will pay for any loss under this Additional Coverage is \$1,000.

## k. Forgery Or Alteration

- (1) We will pay for loss resulting directly from forgery or alteration of any check, draft, promissory note, bill of exchange or similar written promise of payment in "money" that you or your agent has issued, or that was issued by someone who impersonates you or your agent.
- (2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in "money", on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.
- (3) For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act and will be treated the same as the original it replaced.
- (4) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$2,500, unless a higher Limit Of Insurance is shown in the Declarations.

## I. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings insured on a replacement cost basis.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in Paragraphs (3) through (9) of this Additional Coverage.
- (3) The ordinance or law referred to in Paragraph (2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.

- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
  - (a) You were required to comply with before the loss, even when the building was undamaged; and
  - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay for:
  - (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot; or
  - (b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", wet rot or dry rot.
- (6) The most we will pay under this Additional Coverage, for each described building insured under Section I - Property, is \$10,000. If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for each damaged building, is \$10,000. The amount payable under this Additional Coverage is additional insurance.
- (7) With respect to this Additional Coverage:
  - (a) We will not pay for the Increased Cost of Construction:
    - (i) Until the property is actually repaired or replaced, at the same or another premises; and

(ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the same premises.

(c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the new premises.

(8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such exclusion would conflict with the provisions of this Additional Coverage.

(9) The costs addressed in the Loss Payment Property Loss Condition in Section I - Property do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in Paragraph (6) of this Additional Coverage, is not subject to such limitation.

m. **Business Income From Dependent Properties**

(1) We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property or secondary dependent property caused by or resulting from any Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss at the premises of a dependent property or secondary dependent property is loss or damage to "electronic data", including destruction or corruption of "electronic data". If the dependent property or secondary dependent property sustains loss or damage to "electronic data" and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced.

The most we will pay under this Additional Coverage is \$5,000 unless a higher Limit Of Insurance is indicated in the Declarations.

(2) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available:

(a) Source of materials; or

(b) Outlet for your products.

(3) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

(4) Dependent property means property owned by others whom you depend on to:

(a) Deliver materials or services to you, or to others for your account. But services does not mean water supply services, wastewater removal services, communication supply services or power supply services;

(b) Accept your products or services;

(c) Manufacture your products for delivery to your customers under contract for sale; or

(d) Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

(5) Secondary dependent property means an entity which is not owned or operated by a dependent property and which;

(a) Delivers materials or services to a dependent property, which in turn are used by the dependent property in providing materials or services to you; or

(b) Accepts materials or services from a dependent property, which in turn accepts your materials or services.

A road, bridge, tunnel, waterway, airfield, pipeline or any other similar area or structure is not a secondary dependent property.

Any property which delivers any of the following services is not a secondary dependent property with respect to such services:

- (i) Water supply services;
- (ii) Wastewater removal services;
- (iii) Communication supply services; or
- (iv) Power supply services.

The secondary dependent property must be located in the coverage territory of this policy.

(6) The coverage period for Business Income under this Additional Coverage:

(a) Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the dependent property or secondary dependent property; and

(b) Ends on the date when the property at the premises of the dependent property or secondary dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

(7) The Business Income coverage period, as stated in Paragraph (6), does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

(a) Regulates the construction, use or repair, or requires

the tearing down of any property; or

(b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not reduce the Business Income coverage period.

(8) The definition of Business Income contained in the Business Income Additional Coverage also applies to this Business Income From Dependent Properties Additional Coverage.

#### n. Glass Expenses

(1) We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

(2) We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

#### o. Fire Extinguisher Systems Recharge Expense

(1) We will pay:

(a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 100 feet of the described premises; and

(b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.

(2) No coverage will apply if the fire extinguishing system is discharged during installation or testing.

(3) The most we will pay under this Additional Coverage is \$5,000 in any one occurrence.

## p. Electronic Data

- (1) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore "electronic data" which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that "electronic data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "electronic data" was stored, with blank media of substantially identical type.
- (2) The Covered Causes of Loss applicable to Business Personal Property include a computer virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.
- (3) The most we will pay under this Additional Coverage - Electronic Data for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved, is \$10,000, unless a higher Limit Of Insurance is shown in the Declarations. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

(4) This Additional Coverage does not apply to your "stock" of pre-packaged software, or to "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

## q. Interruption Of Computer Operations

- (1) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a suspension of "operations" caused by an interruption in computer operations due to destruction or corruption of "electronic data" due to a Covered Cause of Loss.
- (2) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
  - (a) Coverage under this Additional Coverage - Interruption Of Computer Operations is limited to the "specified causes of loss" and Collapse.
  - (b) If the Businessowners Coverage Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage.
  - (c) The Covered Causes of Loss include a computer virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.

(3) The most we will pay under this Additional Coverage - Interruption Of Computer Operations for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved, is \$10,000 unless a higher Limit Of Insurance is shown in the Declarations. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

(4) This Additional Coverage - Interruption Of Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (3) above has not been exhausted.

(5) Coverage for Business Income does not apply when a suspension of "operations" is caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data", except as provided under Paragraphs (1) through (4) of this Additional Coverage.

(6) Coverage for Extra Expense does not apply when action is taken to avoid or minimize a suspension of "operations" caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data", except as provided under Paragraphs (1) through (4) of this Additional Coverage.

(7) This Additional Coverage does not apply when loss or damage to "electronic data" involves only "electronic data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

r. Limited Coverage For "Fungi", Wet Rot Or Dry Rot

(1) The coverage described in Paragraphs r.(2) and r.(6) only applies when the "fungi", wet rot or dry rot is the result of a "specified cause of loss" other than fire or lightning that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

(2) We will pay for loss or damage by "fungi", wet rot or dry rot. As used in this Limited Coverage, the term loss or damage means:

(a) Direct physical loss or damage to Covered Property caused by "fungi", wet rot or dry rot, including the cost of removal of the "fungi", wet rot or dry rot;

(b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet rot or dry rot; and

(c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", wet rot or dry rot is present.

(3) The coverage described under this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungi", wet rot or dry rot, we will not pay more than the total of \$15,000 even if the "fungi", wet rot or dry rot continues to be present or active, or recurs, in a later policy period.

(4) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungi", wet rot or dry rot, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungi", wet rot or dry rot, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", wet rot or dry rot causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

(5) The terms of this Limited Coverage do not increase or reduce the coverage provided under the Water Damage, Other Liquids, Powder Or Molten Material Damage or Collapse Additional Coverages.

(6) The following applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the suspension of "operations" satisfies all the terms and conditions of the applicable Business Income and/or Extra Expense Additional Coverage:

(a) If the loss which resulted in "fungi", wet rot or dry rot does not in itself necessitate a suspension of "operations", but such suspension is necessary due to loss or damage to property caused by "fungi", wet rot or dry rot, then our payment under the Business Income and/or Extra Expense Additional Coverages is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

(b) If a covered suspension of "operations" was caused by loss or damage other than "fungi", wet rot or dry rot, but remediation of "fungi", wet rot or dry rot prolongs

the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

## 6. Coverage Extensions

In addition to the Limits of Insurance of Section I - Property, you may extend the insurance provided by this policy as provided below.

Except as otherwise provided, the following extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises:

### a. Newly Acquired Or Constructed Property

#### (1) Buildings

If this policy covers Buildings, you may extend that insurance to apply to:

(a) Your new buildings while being built on the described premises; and

(b) Buildings you acquire at premises other than the one described, intended for:

- (i) Similar use as the building described in the Declarations; or
- (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

#### (2) Business Personal Property

If this policy covers Business Personal Property, you may extend that insurance to apply to:

(a) Business Personal Property, including such property that you newly acquire, at any location you acquire; or

(b) Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

**(3) Period Of Coverage**

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as Covered Property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as Covered Property.

**b. Personal Property Off-premises**

You may extend the insurance provided by this policy to apply to your Covered Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$10,000.

**c. Outdoor Property**

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than trees, shrubs or plants which are part of a vegetated roof), including debris removal expense. Loss or damage must be caused by or result from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;

- (4) Riot or Civil Commotion; or

- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$2,500, unless a higher Limit Of Insurance for Outdoor Property is shown in the Declarations, but not more than \$1,000 for any one tree, shrub or plant.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

**d. Personal Effects**

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or "members", your "managers" or your employees, including temporary or leased employees. This extension does not apply to:

- (1) Tools or equipment used in your business; or
- (2) Loss or damage by theft.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises.

**e. Valuable Papers And Records**

- (1) You may extend the insurance that applies to Business Personal Property to apply to direct physical loss or damage to "valuable papers and records" that you own, or that are in your care, custody or control, caused by or resulting from a Covered Cause of Loss. This Coverage Extension includes the cost to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist.

- (2) This Coverage Extension does not apply to:

- (a) Property held as samples or for delivery after sale; and
- (b) Property in storage away from the premises shown in the Declarations.

(3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$10,000, unless a higher Limit Of Insurance for "valuable papers and records" is shown in the Declarations.

For "valuable papers and records" not at the described premises, the most we will pay is \$5,000.

(4) Loss or damage to "valuable papers and records" will be valued at the cost of restoration or replacement of the lost or damaged information. To the extent that the contents of the "valuable papers and records" are not restored, the "valuable papers and records" will be valued at the cost of replacement with blank materials of substantially identical type.

(5) Paragraph B. Exclusions in Section I - Property does not apply to this Coverage Extension except for:

- (a) Paragraph B.1.c., Governmental Action;
- (b) Paragraph B.1.d., Nuclear Hazard;
- (c) Paragraph B.1.f., War And Military Action;
- (d) Paragraph B.2.f., Dishonesty;
- (e) Paragraph B.2.g., False Pretense;
- (f) Paragraph B.2.m.(2), Errors Or Omissions; and
- (g) Paragraph B.3.

**f. Accounts Receivable**

(1) You may extend the insurance that applies to Business Personal Property to apply to accounts receivable. We will pay:

- (a) All amounts due from your customers that you are unable to collect;
- (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (c) Collection expenses in excess of your normal col-

lection expenses that are made necessary by loss or damage; and

(d) Other reasonable expenses that you incur to reestablish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.

(2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$10,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$5,000.

(3) Paragraph B. Exclusions in Section I - Property does not apply to this Coverage Extension except for:

- (a) Paragraph B.1.c., Governmental Action;
- (b) Paragraph B.1.d., Nuclear Hazard;
- (c) Paragraph B.1.f., War And Military Action;
- (d) Paragraph B.2.f., Dishonesty;
- (e) Paragraph B.2.g., False Pretense;
- (f) Paragraph B.3.; and
- (g) Paragraph B.6., Accounts Receivable Exclusion.

**g. Business Personal Property Temporarily In Portable Storage Units**

(1) You may extend the insurance that applies to Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the buildings or structures described in the Declarations or within 100 feet of the described premises, whichever distance is greater.

(2) The limitation under Paragraph A.4.a.(5) also applies to property in a portable storage unit.

- (3) Coverage under this Extension:
  - (a) Will end 90 days after the Business Personal Property has been placed in the storage unit;
  - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the Business Personal Property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to Business Personal Property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form, and does not apply to loss or damage to the storage unit itself.

## B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

### a. Ordinance Or Law

- (1) The enforcement of or compliance with any ordinance or law:
  - (a) Regulating the construction, use or repair of any property; or
  - (b) Requiring the tearing down of any property, including the cost of removing its debris.
- (2) This exclusion, Ordinance Or Law, applies whether the loss results from:
  - (a) An ordinance or law that is enforced even if the property has not been damaged; or

(b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property or removal of its debris, following a physical loss to that property.

### b. Earth Movement

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine Subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in Paragraphs (1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for volcanic action as set forth in 5(a), (5)(b) and 5(c), all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss of or damage to Covered Property.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused.

#### c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.

#### d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

#### e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, wa-

ter or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

This exclusion does not apply to loss or damage to "computer(s)" and "electronic data".

#### f. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings; or
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

#### **h. Certain Computer-related Losses**

(1) The failure, malfunction or inadequacy of:

(a) Any of the following, whether belonging to any insured or to others:

- (i) "Computer" hardware, including microprocessors or other electronic data processing equipment as may be described elsewhere in this policy;
- (ii) "Computer" application software or other "electronic data" as may be described elsewhere in this policy;
- (iii) "Computer" operating systems and related software;
- (iv) "Computer" networks;
- (v) Microprocessors ("computer" chips) not part of any "computer" system; or
- (vi) Any other computerized or electronic equipment or components; or

(b) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph (a) above;

due to the inability to correctly recognize, distinguish, interpret or accept one or more dates or

times. An example is the inability of computer software to recognize the year 2000.

(2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph (1) above.

However, if excluded loss or damage, as described in Paragraph (1) above, results in a "specified cause of loss" under Section I - Property, we will pay only for the loss or damage caused by such "specified cause of loss".

We will not pay for repair, replacement or modification of any items in Paragraph (1)(a) or (1)(b) to correct any deficiencies or change any features.

#### **i. "Fungi", Wet Rot Or Dry Rot**

Presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot.

But if "fungi", wet rot or dry rot results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungi", wet rot or dry rot results from fire or lightning; or
- (2) To the extent that coverage is provided in the Limited Coverage For "Fungi", Wet Rot Or Dry Rot Additional Coverage, with respect to loss or damage by a cause of loss other than fire or lightning.

#### **j. Virus Or Bacteria**

(1) Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

(2) However, the exclusion in Paragraph (1) does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in Exclusion i.

(3) With respect to any loss or damage subject to the exclusion in Paragraph (1), such exclusion supersedes any exclusion relating to "pollutants".

2. We will not pay for loss or damage caused by or resulting from any of the following:

**a. Electrical Apparatus**

Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (1) Electrical current, including arcing;
- (2) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (3) Pulse of electromagnetic energy; or
- (4) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by fire.

We will pay for loss or damage to "computer(s)" due to artificially generated electrical, magnetic or electromagnetic energy if such loss or damage is caused by or results from:

- (1) An occurrence that took place within 100 feet of the described premises; or
- (2) Interruption of electric power supply, power surge, blackout or brownout if the cause of such occurrence took place within 100 feet of the described premises.

**b. Consequential Losses**

Delay, loss of use or loss of market.

**c. Smoke, Vapor, Gas**

Smoke, vapor or gas from agricultural smudging or industrial operations.

**d. Steam Apparatus**

Explosion of steam boilers, steam pipes, steam engines or steam tur-

bines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

**e. Frozen Plumbing**

Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

- (1) You do your best to maintain heat in the building or structure; or
- (2) You drain the equipment and shut off the supply if the heat is not maintained.

**f. Dishonesty**

Dishonest or criminal acts (including theft) by you, anyone else with an interest in the property, or any of your or their partners, "members", officers, "managers", employees (including temporary or leased employees), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1) Applies whether or not an act occurs during your normal hours of operation;
- (2) Does not apply to acts of destruction by your employees (including temporary or leased employees) or authorized representatives; but theft by your employees (including temporary or leased employees) or authorized representatives is not covered.

With respect to accounts receivable and "valuable papers and records", this exclusion does not apply to carriers for hire.

This exclusion does not apply to coverage that is provided under the Employee Dishonesty Optional Coverage.

**g. False Pretense**

Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

**h. Exposed Property**

Rain, snow, ice or sleet to personal property in the open.

**i. Collapse**

(1) Collapse, including any of the following conditions of property or any part of the property:

- (a) An abrupt falling down or caving in;
- (b) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (c) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to Paragraph i.(1)(a) or i.(1)(b).

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

(2) This Exclusion i. does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage - Collapse; or
- (b) To collapse caused by one or more of the following:
  - (i) The "specified causes of loss";
  - (ii) Breakage of building glass;
  - (iii) Weight of rain that collects on a roof; or
  - (iv) Weight of people or personal property.

**j. Pollution**

We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

**k. Neglect**

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

**l. Other Types of Loss**

- (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force.

This exclusion does not apply with respect to the breakdown of "computer(s)".

(7) The following causes of loss to personal property:

- (a) Dampness or dryness of atmosphere;
- (b) Changes in or extremes of temperature; or
- (c) Marring or scratching.

But if an excluded cause of loss that is listed in Paragraphs (1) through (7) above results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

**m. Errors Or Omissions**

Errors or omissions in:

- (1) Programming, processing or storing data, as described under "electronic data" or in any "computer" operations; or
- (2) Processing or copying "valuable papers and records".

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this Coverage Form.

**n. Installation, Testing, Repair**

Errors or deficiency in design, installation, testing, maintenance, modification or repair of your "computer" system including "electronic data".

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this Coverage Form.

**o. Electrical Disturbance**

Electrical or magnetic injury, disturbance or erasure of "electronic data", except as provided for under the Additional Coverages of Section I - Property.

However, we will pay for direct loss or damage caused by lightning.

**p. Continuous Or Repeated Seepage Or Leakage Of Water**

Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

3. We will not pay for loss or damage caused by or resulting from any of the following Paragraphs a. through c. But if an excluded cause of loss that is listed in Paragraphs a. through c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

**a. Weather Conditions**

Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph B.1. above to produce the loss or damage.

**b. Acts Or Decisions**

Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

**c. Negligent Work**

Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property on or off the described premises.

**4. Additional Exclusion**

The following applies only to the property specified in this Additional Exclusion:

**Loss Or Damage to Products**

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

**5. Business Income And Extra Expense Exclusions****a. We will not pay for:**

- (1) Any Extra Expense, or increase of Business Income loss, caused by or resulting from:
  - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage.

(2) Any other consequential loss.

- b. With respect to this exclusion, suspension means:
  - (1) The partial slowdown or complete cessation of your business activities; and
  - (2) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.

#### 6. Accounts Receivable Exclusion

The following additional exclusion applies to the Accounts Receivable Coverage Extension:

We will not pay for:

- a. Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

- b. Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
- c. Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

#### C. Limits Of Insurance

1. The most we will pay for loss or damage in any one occurrence is the applicable Limits Of Insurance of Section I - Property shown in the Declarations.
2. The most we will pay for loss of or damage to outdoor signs attached to buildings is \$1,000 per sign in any one occurrence.
3. The amounts of insurance applicable to the Coverage Extensions and the follow-

ing Additional Coverages apply in accordance with the terms of such coverages and are in addition to the Limits of Insurance of Section I. - Property.

- a. Fire Department Service Charge;
- b. Pollutant Clean-up And Removal;
- c. Increased Cost Of Construction;
- d. Business Income From Dependent Properties;
- e. Electronic Data; and
- f. Interruption Of Computer Operations.

#### 4. Building Limit - Automatic Increase

- a. In accordance with Paragraph C.4.b., the Limit of Insurance for Buildings will automatically increase by 8%, unless a different percentage of annual increase is shown in the Declarations.
- b. The amount of increase is calculated as follows:
  - (1) Multiply the Building limit that applied on the most recent of the policy inception date, the policy anniversary date or any other policy change amending the Building limit by:
    - (a) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 7% is .07); or
    - (b) .08 if no percentage of annual increase is shown in the Declarations; and
  - (2) Multiply the number calculated in accordance with b.(1) by the number of days since the beginning of the current policy year, or the effective date of the most recent policy change amending the Building limit, divided by 365.

#### Example

If:

The applicable Building limit is \$100,000. The annual percentage increase is 8%. The number of days since the beginning of the policy year (or last policy change) is 146.

The amount of increase is

$$\$100,000 \times .08 \times 146 \div 365 = \$3,200.$$

5. **Business Personal Property Limit - Seasonal Increase**

a. Subject to Paragraph 5.b., the Limit of Insurance for Business Personal Property is automatically increased by:

- (1) The Business Personal Property - Seasonal Increase percentage shown in the Declarations; or
- (2) 25% if no Business Personal Property - Seasonal Increase percentage is shown in the Declarations;

to provide for seasonal variances.

b. The increase described in Paragraph 5.a. will apply only if the Limit Of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:

- (1) The 12 months immediately preceding the date the loss or damage occurs; or
- (2) The period of time you have been in business as of the date the loss or damage occurs.

**D. Deductibles**

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance of Section I - Property.

2. Regardless of the amount of the Deductible, the most we will deduct from any loss or damage under all of the following Optional Coverages in any one occurrence is the Optional Coverage Deductible shown in the Declarations:

- a. Money and Securities;
- b. Employee Dishonesty;
- c. Outdoor Signs; and
- d. Forgery or Alteration.

But this Optional Coverage Deductible will not increase the Deductible shown in the Declarations. This Deductible will be used to satisfy the requirements of the Deductible in the Declarations.

3. No deductible applies to the following Additional Coverages:

- a. Fire Department Service Charge;
- b. Business Income;
- c. Extra Expense;

d. Civil Authority; and

e. Fire Extinguisher Systems Recharge Expense.

**E. Property Loss Conditions**

**1. Abandonment**

There can be no abandonment of any property to us.

**2. Appraisal**

If we and you disagree on the amount of the loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

**3. Duties In The Event Of Loss Or Damage**

a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance of Section I - Property. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.
- Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with us in the investigation or settlement of the claim.
- (9) Resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

#### 4. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within two years after the date on which the direct physical loss or damage occurred.

#### 5. Loss Payment

In the event of loss or damage covered by this policy:

- a. At our option, we will either:
  - (1) Pay the value of lost or damaged property;
  - (2) Pay the cost of repairing or replacing the lost or damaged property;

- (3) Take all or any part of the property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to Paragraph d.(1)(e) below.
- b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- c. We will not pay you more than your financial interest in the Covered Property.
- d. Except as provided in Paragraphs (2) through (7) below, we will determine the value of Covered Property as follows:
  - (1) At replacement cost without deduction for depreciation, subject to the following:
    - (a) If, at the time of loss, the Limit of Insurance on the lost or damaged property is 80% or more of the full replacement cost of the property immediately before the loss, we will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:
      - (i) The Limit of Insurance under Section I - Property that applies to the lost or damaged property;
      - (ii) The cost to replace, on the same premises, the lost or damaged property with other property:
        - i. Of comparable material and quality; and
        - ii. Used for the same purpose; or
      - (iii) The amount that you actually spend that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.

- (b) If, at the time of loss, the Limit of Insurance applicable to the lost or damaged property is less than 80% of the full replacement cost of the property immediately before the loss, we will pay the greater of the following amounts, but not more than the Limit of Insurance that applies to the property:
  - (i) The actual cash value of the lost or damaged property; or
  - (ii) A proportion of the cost to repair or replace the lost or damaged property, after application of the deductible and without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the full replacement cost of the property.

**Example**

The full replacement cost of property which suffers a total loss is \$100,000. The property is insured for \$70,000. 80% of the full replacement cost of the property immediately before the loss is \$80,000 ( $\$100,000 \times .80 = \$80,000$ ). A partial loss of \$25,000 is sustained. The amount of recovery is determined as follows:

**Amount of recovery**

$$\begin{aligned} \$70,000 &\div \$80,000 = \\ .875 & \\ .875 \times \$25,000 &= \\ \$21,875 & \end{aligned}$$

- (c) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

- (d) We will not pay on a replacement cost basis for any loss or damage:
  - (i) Until the lost or damaged property is actually repaired or replaced; and
  - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

However, if the cost to repair or replace the damaged building property is \$2,500 or less, we will settle the loss according to the provisions of Paragraph d.(1)(a) and d.(1)(b) above whether or not the actual repair or replacement is complete.

- (e) The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

- (2) If the Actual Cash Value - Buildings option applies, as shown in the Declarations, Paragraph (1) above does not apply to Buildings. Instead, we will determine the value of Buildings at actual cash value.
- (3) The following property at actual cash value:
  - (a) Used or secondhand merchandise held in storage or for sale;
  - (b) Property of others. However, if an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance;
  - (c) Household contents, except personal property in apartments or rooms furnished by you as landlord;

- (d) Manuscripts; and
- (e) Works of art, antiques or rare articles, including etchings, pictures, statuary, marble, bronzes, porcelain and bric-a-brac.
- (4) Glass at the cost of replacement with safety glazing material if required by law.
- (5) Tenants' improvements and betterments at:
  - (a) Replacement cost if you make repairs promptly.
  - (b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
    - (i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
    - (ii) Divide the amount determined in (i) above by the number of days from the installation of improvements to the expiration of the lease.
- If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
- (c) Nothing if others pay for repairs or replacement.
- (6) Applicable only to the Optional Coverages:
  - (a) "Money" at its face value; and
  - (b) "Securities" at their value at the close of business on the day the loss is discovered.
- (7) Applicable only to accounts receivable:
  - (a) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage:
    - (i) We will determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
    - (ii) We will adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
  - (b) The following will be deducted from the total amount of accounts receivable, however that amount is established:
    - (i) The amount of the accounts for which there is no loss or damage;
    - (ii) The amount of the accounts that you are able to reestablish or collect;
    - (iii) An amount to allow for probable bad debts that you are normally unable to collect; and
    - (iv) All unearned interest and service charges.
  - e. Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
  - f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
  - g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all of the terms of this policy, and:
    - (1) We have reached agreement with you on the amount of loss; or
    - (2) An appraisal award has been made.

h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

## 6. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may retain the property. But then you must return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limits of Insurance of Section I - Property.

## 7. Resumption Of Operations

We will reduce the amount of your:

- a. Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- b. Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

## 8. Vacancy

### a. Description Of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in Paragraphs (a) and (b) below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

est in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

- (i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or
- (ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

### b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

- (a) Vandalism;
- (b) Sprinkler leakage, unless you have protected the system against freezing;
- (c) Building glass breakage;
- (d) Water damage;
- (e) Theft; or
- (f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in Paragraphs (1)(a) through (1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

## F. Property General Conditions

### 1. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Form at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

## 2. Mortgageholders

- a. The term "mortgageholder" includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
  - (1) Pays any premium due under this policy at our request if you have failed to do so;
  - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
  - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this policy will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this policy:
  - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
  - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

## 3. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

## 4. Policy Period, Coverage Territory

Under Section I - Property:

- a. We cover loss or damage commencing:
  - (1) During the policy period shown in the Declarations; and
  - (2) Within the coverage territory or, with respect to property in transit, while it is between points in the coverage territory.
- b. The coverage territory is:
  - (1) The United States of America (including its territories and possessions);
  - (2) Puerto Rico; and
  - (3) Canada.

## G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages also apply. These coverages are subject to the terms and conditions applicable to property coverage in this policy, except as provided below:

### 1. Outdoor Signs

- a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:
  - (1) Owned by you; or
  - (2) Owned by others but in your care, custody or control.
- b. Paragraph A.3., Covered Causes Of Loss and Paragraph B., Exclusions in Section I - Property do not apply to this Optional Coverage, except for:

- (1) Paragraph B.1.c., Governmental Action;
- (2) Paragraph B.1.d., Nuclear Hazard; and
- (3) Paragraph B.1.f., War And Military Action.
- c. We will not pay for loss or damage caused by or resulting from:
  - (1) Wear and tear;
  - (2) Hidden or latent defect;
  - (3) Rust;
  - (4) Corrosion; or
  - (5) Mechanical breakdown.
- d. The most we will pay for loss or damage in any one occurrence is the Limit Of Insurance for Outdoor Signs shown in the Declarations.
- e. The provisions of this Optional Coverage supersede all other references to outdoor signs in this policy.

**2. Money And Securities**

- a. We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee (including a temporary or leased employee) having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:
  - (1) Theft, meaning any act of stealing;
  - (2) Disappearance; or
  - (3) Destruction.
- b. In addition to the Limitations and Exclusions applicable to Section I - Property, we will not pay for loss:
  - (1) Resulting from accounting or arithmetical errors or omissions;
  - (2) Due to the giving or surrendering of property in any exchange or purchase; or
  - (3) Of property contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- c. The most we will pay for loss in any one occurrence is:
  - (1) The limit shown in the Declarations for Inside the Premises for "money" and "securities" while:
    - (a) In or on the described premises; or
    - (b) Within a bank or savings institution; and
  - (2) The limit shown in the Declarations for Outside the Premises for "money" and "securities" while anywhere else.
- d. All loss:
  - (1) Caused by one or more persons; or
  - (2) Involving a single act or series of related acts;
 is considered one occurrence.
- e. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

**3. Employee Dishonesty**

- a. We will pay for direct loss or damage to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
  - (1) Cause you to sustain loss or damage; and also
  - (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
    - (a) Any employee; or
    - (b) Any other person or organization.
- b. We will not pay for loss or damage:
  - (1) Resulting from any dishonest or criminal act that you or any of your partners or "members" commit whether acting alone or in collusion with other persons.
  - (2) Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph a.), "managers" or directors:

- (a) Whether acting alone or in collusion with other persons; or
- (b) While performing services for you or otherwise.
- (3) The only proof of which as to its existence or amount is:
  - (a) An inventory computation; or
  - (b) A profit and loss computation.
- (4) Caused by an employee if the employee had also committed theft or any other dishonest act prior to the effective date of this policy and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the employee, learned of that theft or dishonest act prior to the policy period shown in the Declarations.
- c. The most we will pay for loss or damage in any one occurrence is the Limit Of Insurance for Employee Dishonesty shown in the Declarations.
- d. All loss or damage:
  - (1) Caused by one or more persons; or
  - (2) Involving a single act or series of acts;
 is considered one occurrence.
- e. If any loss is covered:
  - (1) Partly by this insurance; and
  - (2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;
 

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- f. This Optional Coverage is cancelled as to any employee immediately upon discovery by:
  - (1) You; or
- (2) Any of your partners, "members", "managers", officers or directors not in collusion with the employee;
- of any dishonest act committed by that employee before or after being hired by you.
- g. We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.
- h. If you (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Optional Coverage, provided:
  - (1) This Optional Coverage became effective at the time of cancellation or termination of the prior insurance; and
  - (2) The loss or damage would have been covered by this Optional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- i. The insurance under Paragraph h. above is part of, not in addition to, the Limit of Insurance applying to this Optional Coverage and is limited to the lesser of the amount recoverable under:
  - (1) This Optional Coverage as of its effective date; or
  - (2) The prior insurance had it remained in effect.
- j. With respect to the Employee Dishonesty Optional Coverage in Paragraph G.3., employee means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you;
  - (2) Any natural person who is furnished temporarily to you;

- (a) To substitute for a permanent employee, as defined in Paragraph (1) above, who is on leave; or
- (b) To meet seasonal or short-term workload conditions;
- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;
- (4) Any natural person who is a former employee, director, partner, member, manager, representative or trustee retained as a consultant while performing services for you; or
- (5) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

But employee does not mean:

- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Any "manager", director or trustee except while performing acts coming within the usual duties of an employee.

#### 4. Equipment Breakdown Protection Coverage

- a. We will pay for direct loss of or damage to Covered Property caused by or resulting from a mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment.

Mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment does not mean any:

- (1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
- (2) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;

- (3) Damage to any vacuum tube, gas tube, or brush; or
- (4) The functioning of any safety or protective device.
- b. Paragraphs A.4.a.(1) and A.4.a.(2), Limitations, do not apply to this Optional Coverage.
- c. With respect to the coverage provided by this Optional Coverage, the following exclusions in Paragraph B. Exclusions do not apply:
  - (1) Paragraph B.2.a., Electrical Apparatus;
  - (2) Paragraph B.2.d., Steam Apparatus; and
  - (3) Paragraph B.2.I.(6), Mechanical Breakdown.
- d. With respect to the coverage provided by this Optional Coverage, Paragraph G.1.c.(5) of the Outdoor Signs Optional Coverage does not apply.
- e. If a dollar deductible is shown in the Declarations for this Optional Coverage, we will first subtract the applicable deductible amount from any loss we would otherwise pay. We will then pay the amount of loss in excess of the applicable deductible up to the applicable limit for this coverage.
 

If no optional deductible is chosen for this Optional Coverage, the Property Deductible shown in the Declarations applies.
- f. With respect to Additional Coverages 5.f. Business Income and 5.g. Extra Expense, if the 72-hour time period in the definition of "period of restoration" (hereinafter referred to as time deductible) is amended for this Optional Coverage as shown in the Declarations, we will not pay for any Business Income loss that occurs during the consecutive number of hours shown as the time deductible in the Declarations immediately following a mechanical breakdown or electrical failure. If a time deductible is shown in days, each day shall mean 24 consecutive hours.

With respect to the coverage provided by this Optional Coverage, any time deductible shown in the Declarations for Equipment Breakdown Protection Coverage supersedes any time deductible otherwise applicable to the Business Income coverage provided by this policy.

g. With respect to the coverage provided by this Optional Coverage, Paragraph H. **Property Definitions** is amended as follows:

1. "Computer" means:

- a. Programmable electronic equipment that is used to store, retrieve and process data; and
- b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" includes those used to operate production-type machinery or equipment.

h. Whenever any covered pressure, mechanical or electrical machinery and equipment is found to be in, or exposed to, a dangerous condition, any of our representatives may suspend coverage provided by this Optional Coverage for loss from a mechanical breakdown or electrical failure to that pressure, mechanical or electrical machinery and equipment.

However, coverage provided by this Optional Coverage may be reinstated for loss from a mechanical breakdown or electrical failure to that pressure, mechanical or electrical machinery and equipment if the reasons for the suspension are found by any of our representatives to no longer exist.

We may suspend or reinstate this Optional coverage by mailing or delivering a written notification regarding the suspension or reinstatement to:

- (1) Your last known address; or
- (2) The address where the pressure, mechanical or electrical machinery and equipment is located.

This notification will indicate the effective date of the suspension or reinstatement.

If the coverage provided by this Optional Coverage is not reinstated, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

## H. **Property Definitions**

1. "Computer" means:

- a. Programmable electronic equipment that is used to store, retrieve and process data; and
- b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" does not include those used to operate production-type machinery or equipment.

2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.

3. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a "computer" or device connected to it, which enable the "computer" or device to receive, process, store, retrieve or send data.

4. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

5. "Manager" means a person serving in a directorial capacity for a limited liability company.

6. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".

7. "Money" means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Traveler's checks, register checks and money orders held for sale to the public.

8. "Operations" means your business activities occurring at the described premises.

9. "Period of restoration":

a. Means the period of time that:

(1) Begins:

(a) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or

(b) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;

caused by or resulting from any Covered Cause of Loss at the described premises; and

(2) Ends on the earlier of:

(a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(b) The date when business is resumed at a new permanent location.

b. Does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

(1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

10. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

11. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

12. "Specified causes of loss" means the following:

Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

(1) The cost of filling sinkholes; or

(2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss of or damage to:

(1) Personal property in the open; or

(2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means:

(1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam; and

(2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the described premises and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in c.(1) or c.(2) of this definition of "specified causes of loss", such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the ground surface.

13. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.
14. "Valuable papers and records" means inscribed, printed or written:

- a. Documents;
- b. Manuscripts; and
- c. Records;

including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" or "securities".

## SECTION II - LIABILITY

### A. Coverages

#### 1. Business Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages or "bodily injury", "prop-

erty damage" or "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. - Liability And Medical Expenses Limits Of Insurance in Section II - Liability; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph f. Coverage Extension - Supplementary Payments.

#### b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:
  - (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (b) The "bodily injury" or "property damage" occurs during the policy period; and
  - (c) Prior to the policy period, no insured listed under Paragraph C.1. Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known before the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

f. **Coverage Extension - Supplementary Payments**

- (1) We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - (a) All expenses we incur.
  - (b) Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage

for "bodily injury" applies. We do not have to furnish these bonds.

(c) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.

(d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

(e) All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

(f) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(g) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the limit of liability.

(2) If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (a) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

- (b) This insurance applies to such liability assumed by the insured;
- (c) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (d) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- (e) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (f) The indemnitee:
  - (i) Agrees in writing to:
    - i. Cooperate with us in the investigation, settlement or defense of the "suit";
    - ii. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - iii. Notify any other insurer whose coverage is available to the indemnitee; and
    - iv. Cooperate with us with respect to co-ordinating other applicable insurance available to the indemnitee; and
  - (ii) Provides us with written authorization to:
    - i. Obtain records and other informa-

tion related to the "suit"; and

- ii. Conduct and control the defense of the indemnitee in such "suit".

(3) So long as the conditions in Paragraph (2) are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph B.1.b.(2) Exclusions in Section II - Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (a) We have used up the applicable Limit of Insurance in the payment of judgments or settlements; or
- (b) The conditions set forth above, or the terms of the agreement described in Paragraph (2)(f) above, are no longer met.

**2. Medical Expenses**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;

provided that:

  - (a) The accident takes place in the "coverage territory" and during the policy period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and

- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the Limits of Insurance of Section II - Liability. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

## B. Exclusions

### 1. Applicable To Business Liability Coverage

This insurance does not apply to:

#### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

#### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by an insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to :

(1) A watercraft while ashore on premises you own or rent;

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or other motor vehicle registration law where it is licensed or principally garaged; or
  - (b) The operation of any of the following machinery or equipment:
    - (i) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - (ii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

#### **h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any

prearranged racing, speed, demolition or stunting activity.

#### **i. War**

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by government authority in hindering or defending against any of these.

#### **j. Professional Services**

"Bodily injury", "property damage" or "personal and advertising injury" caused by the rendering or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection or engineering services;
- (4) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Body piercing services; and
- (9) Services in the practice of pharmacy.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering or failure to render of any professional service.

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Paragraph D. Liability And Medical Expenses Limits Of Insurance in Section II - Liability.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**I. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage To Your Work**

"Property damage to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

## p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
- (2) Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period;
- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (5) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- (6) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (7) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";
- (8) Committed by an insured whose business is:
  - (a) Advertising, broadcasting, publishing or telecasting;
  - (b) Designing or determining content of web sites for others; or
  - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under Paragraph F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the

Internet, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;
- (10) With respect to any loss, cost or expense arising out of any:
  - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants";
- (11) Arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control;
- (12) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".  
However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan;
- (13) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

## q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

**r. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**s. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c., d., e., f., g., h., i., k., l., m., n. and o in Section II - Liability do not apply to damage by fire to premises

while rented to you, or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph D. Liability And Medical Expenses Limits of Insurance in Section II - Liability.

**2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

- a. To any insured, except "volunteer workers".
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. Included within the "products-completed operations hazard".
- g. Excluded under Business Liability Coverage.

**3. Applicable To Both Business Liability Coverage And Medical Expenses Coverage - Nuclear Energy Liability Exclusion**

This insurance does not apply:

- a. Under Business Liability Coverage, to "bodily injury" or "property damage":
  - (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

- (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
- (b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- b. Under Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- c. Under Business Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of the "nuclear material"; if:
  - (1) The "nuclear material":
    - (a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
    - (b) Has been discharged or dispersed therefrom;
  - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- d. As used in this exclusion:
  - (1) "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
  - (2) "Hazardous properties" include radioactive, toxic or explosive properties;
  - (3) "Nuclear facility" means:
    - (a) Any "nuclear reactor";
    - (b) Any equipment or device designed or used for:
      - (i) Separating the isotopes of uranium or plutonium;
      - (ii) Processing or utilizing "spent fuel"; or
      - (iii) Handling, processing or packaging "waste";
    - (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
    - (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

  - (4) "Nuclear material" means "source material", "special nuclear material" or "by-product material";
  - (5) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
  - (6) "Property damage" includes all forms of radioactive contamination of property;

- (7) "Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (8) "Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (9) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
- (10) "Waste" means any waste material:
  - (a) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
  - (b) Resulting from the operation by any person or organization of any "nuclear facility" included under Paragraphs (a) and (b) of the definition of "nuclear facility".

### C. Who Is An Insured

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) or (b); or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by;
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### D. Liability And Medical Expenses Limits Of Insurance

- 1. The Limits of Insurance of Section II - Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
- 2. The most we will pay for the sum of all damages because of all:
  - a. "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence"; and
  - b. "Personal and advertising injury" sustained by any one person or organization;

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.

- 3. The most we will pay under the Business Liability Coverage for damages because

of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is the applicable Damage To Premises Rented To You limit shown for that premises in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the highest Damage To Premises Rented To You limit shown in the Declarations.

#### 4. Aggregate Limits

The most we will pay for:

- a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.
- b. All:
  - (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - (2) Plus medical expenses;
  - (3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses limit.

Subject to Paragraph a. or b. above, whichever applies, the Damage To Premises Rented To You limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of Section II - Liability apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### E. Liability And Medical Expenses General Conditions

##### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable: You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us**

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Separation Of Insureds**

Except with respect to the Limits of Insurance of Section II - Liability, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**F. Liability And Medical Expenses Definitions**

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- The United States of America (including its territories and possessions), Puerto Rico and Canada;
- International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- All other parts of the world if the injury or damage arises out of:
  - Goods or products made or sold by you in the territory described in Paragraph a. above;
  - The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
  - "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 

- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- You have failed to fulfill the terms of a contract or agreement;

If such property can be restored to use by:

(1) The repair, replacement, adjustment or removal of "your product" or "your work"; or

(2) Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- A sidetrack agreement;
- Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for municipality;
- An elevator maintenance agreement;
- That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection or engineering services.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, on which are permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    - (c) When that part of the work done at the job site has

been put to its intended use by any other person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

- a. Means:
  - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (a) You;
    - (b) Others trading under your name; or
    - (c) A person or organization whose business or assets you have acquired; and
  - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
  - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

- a. Means:
  - (1) Work or operations performed by you or on your behalf; and
  - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
  - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
  - (2) The providing of or failure to provide warnings or instructions.

### SECTION III - COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I - PROPERTY AND SECTION II - LIABILITY)

#### A. Cancellation

- 1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. Five days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:
    - (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
      - (a) Seasonal unoccupancy; or
      - (b) Buildings in the course of construction, renovation or addition.
    - Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
  - (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
    - (a) Have not started; and
    - (b) Have not been contracted for;
  - within 30 days of initial payment of loss.
  - (3) The building has:
    - (a) An outstanding order to vacate;

- (b) An outstanding demolition order; or
- (c) Been declared unsafe by governmental authority.

(4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(5) Failure to:

- (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
- (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the tax authority regarding payment of such taxes.

b. 10 days before the effective date of cancellation if we cancel for non-payment of premium.

c. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make

changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

#### C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceals or misrepresents a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

#### D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

#### E. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe and healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

**F. Insurance Under Two Or More Coverages**

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

**G. Liberalization**

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

**H. Other Insurance**

1. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance of Section I - Property.
2. Business Liability Coverage is excess over:
  - a. Any other insurance that insures for direct physical loss or damage; or
  - b. Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.
3. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so but we will be entitled to the insured's rights against all those other insurers.

**I. Premiums**

1. The first Named Insured shown in the Declarations:
  - a. Is responsible for the payment of all premiums; and
  - b. We will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation

premium for each successive one-year period. The premium must be:

- a. Paid to us prior to the anniversary date; and
- b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

**J. Premium Audit**

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

**K. Transfer Of Rights Of Recovery Against Others To Us**

1. Applicable to Businessowners Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.

- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - (1) Someone insured by this insurance;
  - (2) A business firm:
    - (a) Owned or controlled by you; or
    - (b) That owns or controls you; or
  - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

- 2. Applicable to Businessowners Liability Coverage:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**L. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

## BUSINESS OWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NORTH CAROLINA CHANGES**

This endorsement modifies insurance provided under the following:

**BUSINESS OWNERS COVERAGE FORM  
INFORMATION SECURITY PROTECTION ENDORSEMENT****A. Section I - Property** is amended as follows:

- If loss or damage to Covered Property in the Beach Territory is caused by or results from Windstorm Or Hail, the following additional exclusion applies to Section I - Property:

**Windstorm Or Hail Exterior Paint And Waterproofing Exclusion**

We will not pay for loss or damage to:

- Paint; or
- Waterproofing material;

applied to the exterior of Buildings.

We will not include the value of paint or waterproofing material to determine the value of Covered Property.

The Beach Territory consists of localities south and east of the Inland Waterway:

- From the South Carolina line to Fort Macon (Beaufort Inlet); and
- From there south and east of Core, Pamlico, Roanoke and Currituck Sounds to the Virginia line, generally known as the Outer Banks.

- Paragraph E.2. Appraisal Property Loss Condition is replaced by the following:

**2. Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If the appraisers do not agree on the selection of an umpire within 15 days, they must request selection of an umpire by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the

umpire. A decision agreed to by any two will be the appraised value of the property or amount of loss. If you make a written demand for an appraisal of the loss, each party will:

- Pay its chosen appraiser; and
- Bear the other expenses of the appraisal and umpire equally.

- Paragraph E.4. Legal Action Against Us Property Loss Condition is replaced by the following:

**4. Legal Action Against Us**

No one may bring a legal action against us under this insurance unless:

- There has been full compliance with all of the terms of this insurance; and
- The action is brought within three years after the date on which the direct physical loss or damage occurred.

- Paragraph E.5.d.(1)(d) Loss Payment Property Loss Condition is replaced by the following:

**5. Loss Payment**

- We will not pay on a replacement cost basis for any loss or damage:

- Until the lost or damaged property is actually repaired or replaced:

- On the described premises; or
- At some other location in the State of North Carolina; and

- Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

5. The following condition is added:

**Time Period For Performance Of Contractual Obligations**

Whenever a state of disaster is proclaimed for the State of North Carolina or for an area within this state in accordance with state law, or whenever a major disaster is declared for North Carolina or an area within this state by the President of the United States under the Stafford Act or its successors, the following provisions apply:

1. If the Covered Property that has sustained loss or damage is located within the geographic area designated in the disaster declaration or proclamation, the time period for your submission of a proof of loss (as set forth in the Duties In The Event Of Loss Or Damage Condition or similar provision in this Policy or in an endorsement attached to this Policy) shall be extended by a time period not exceeding the earlier of:

- a. The expiration of the disaster proclamation or declaration and all renewals of the proclamation; or
- b. The expiration of the Insurance Commissioner's order declaring action for the specific disaster, as determined by the Insurance Commissioner.

2. Except as otherwise provided in Paragraph 1., the following applies if you or we reside in or are located in the geographic area designated in the disaster declaration or proclamation:

If this Policy or an endorsement attached to this Policy imposes a time limitation on you or us for a performance of:

- a. A premium or debt payment; or
- b. Any other duty or any act (including transmittal of information);

under the terms of this Policy and such performance would be required during the time period prior to the expiration of the Insurance Commissioner's order declaring action for the specific disaster, as determined by the Insurance Commissioner, your performance and our performance is subject to a deferral period of 30 days. The Commissioner of Insurance may extend such deferral period.

B. Section III - Common Policy Conditions is amended as follows:

1. Paragraph A.2. Cancellation is replaced by the following:

**2. Cancellation Requirements**

- a. **Policies in Effect Less Than 60 Days**

If this Policy has been in effect for less than 60 days, we may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- b. **Policies In Effect More Than 60 Days**

If this Policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this Policy prior to the:

- (1) Expiration of the policy term; or

- (2) Anniversary date;

stated in the Policy only for one or more of the following reasons:

- (a) Nonpayment of premium;

- (b) An act or omission by the insured or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this Policy, continuing this Policy or presenting a claim under this Policy;

- (c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;

- (d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk;
- (e) A fraudulent act against us by the insured or his or her representative that materially affects the insurability of the risk;
- (f) Willful failure by the insured or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us;
- (g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;
- (h) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk;
- (i) A determination by the Commissioner of Insurance that the continuation of the Policy would place us in violation of the laws of North Carolina; or
- (j) You fail to meet the requirements contained in our corporate charter, articles of incorporation or by-laws when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

- (a) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 30 days before the effective date of cancellation if we cancel for any other reason.

- c. Cancellation for nonpayment of premium will not become effective if you pay the premium amount due before the effective date of cancellation.
- d. We may also cancel this Policy for any reason not stated above provided we obtain your prior written consent.

2. The following paragraphs are added and supersedes any other provision to the contrary:

#### M. Nonrenewal

- 1. If we elect not to renew this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:
  - a. Expiration of the Policy if this Policy has been written for one year or less; or
  - b. Anniversary date of the Policy if this Policy has been written for more than one year or for an indefinite term.
- 2. We need not mail or deliver the notice of nonrenewal if you have:
  - a. Insured property covered under this Policy, under any other insurance policy;
  - b. Accepted replacement coverage; or
  - c. Requested or agreed to nonrenewal of this Policy.
- 3. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### N. The written notice of cancellation or nonrenewal will:

- 1. Be mailed or delivered to the first Named Insured and any designated mortgagee or loss payee at their addresses shown in the Policy, or if not indicated in the Policy, at their last known addresses; and
- 2. State the reason or reasons for cancellation or nonrenewal.

C. The following changes apply only to Information Security Protection Endorsement **BP 15 07** if it is attached to this Policy:

1. The **Limits Of Insurance** Provision under Paragraph K. is replaced by the following:

**Limits Of Insurance**

**Information Security Protection Aggregate Limit Of Insurance**

a. **During The Policy Period**

The most we will pay for all "loss" and "defense expenses" covered under this Endorsement is the Information Security Protection Aggregate Limit Of Insurance shown in the Schedule. The Information Security Protection Aggregate Limit of Insurance shall be reduced by the amount of any payment made under the terms of this Endorsement.

Upon exhaustion of the Information Security Protection Aggregate Limit of Insurance by such payments, we will have no further obligations or liability of any kind under this Endorsement.

b. **During The Supplemental Extended Reporting Period**

The most we will pay for all "loss" and "defense expenses" covered under this Endorsement during the Supplemental Extended Reporting Period is a separate Aggregate Limit of Insurance which is equal to the Information Security Protection Aggregate Limit Of Insurance shown in the Schedule at the inception of the policy period.

If such Aggregate Limit of Insurance is exhausted by the payments of "loss", we shall have no further obligations or liability of any kind to make any payment under the Supplemental Extended Reporting Period Endorsement.

"Defense expenses" are part of the "loss" and are not payable by us in addition to the Aggregate Limit of Insurance applicable to the Supplemental Extended Reporting Period, but are payable within the Aggregate Limit of Insurance, thereby reducing such Aggregate Limit of Insurance.

2. Paragraph 2.g. of Paragraph **N. Extended Reporting Periods** is replaced by the following:

g. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- (1) The exposures insured;
- (2) Previous types and amounts of insurance;
- (3) Limit of Insurance available under this Endorsement for future payment of damages; and
- (4) Other related factors.

The additional premium may not exceed 200% of the annual premium for this Endorsement. The premium for the Supplemental Extended Reporting Period will be deemed fully earned as of the date it is purchased.

3. Paragraph 3.b. of Paragraph **N. Extended Reporting Periods** is replaced by the following:

b. **Supplemental Extended Reporting Period Limit**

There is a separate Aggregate Limit of Insurance for the Supplemental Extended Reporting Period. The Limit of Insurance available during the Supplemental Extended Reporting Period, if purchased, shall be equal to the Information Security Protection Aggregate Limit Of Insurance shown in the Schedule at the inception of the policy period.

4. The following is added to the **Common Policy Conditions** under Paragraph **P.:**

**Loss Information**

We will provide the Named Insured the following information relating to this and any preceding policy we have issued to you during the previous three years:

- a. A list or other record of each "wrongful act", not previously reported to any other insurer, of which we were notified in accordance with the Duties In The Event Of Claim Or Loss Condition in Paragraph **M**. We will include the date and a brief description of the "wrongful act" if that information was in the notice we received.
- b. A summary, by policy year, of payments made and amounts reserved under the limit of liability.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this Endorsement, we will provide such information no later than 30 days before the date of termination. In other circumstances, we will provide this information only if we receive a written request from the Named Insured within 60 days after the end of the "policy period". In this case, we will provide this information within 45 days of receipt of the request.

We will compile "claim" and "wrongful act" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first "named insured", we make no representations or warranties to the first "named insured", insurers or others to whom this information is furnished by or on behalf of any "insured". Cancellation or nonrenewal will become effective even if we inadvertently provide inaccurate information.

## BUSINESSOWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA CHANGES**

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

**A. Section I - Property** is amended as follows:

1. The **Fire Department Service Charge Additional Coverage** is replaced by the following:

#### **Fire Department Service Charge**

- a. When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$2,500 for service at each premises described in the Declarations, unless a different limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

- b. If the fire department service charge is not covered under the terms of Paragraph a., then the following applies:

When a volunteer fire department is called to save or protect the Covered Property from a Covered Cause of Loss, we will pay the amount billed to you, up to \$250, unless a different limit is shown in the Declarations for volunteer fire department service charges.

This Additional Coverage applies to your liability for service charges billed to you by a volunteer fire department, provided that:

- (1) The volunteer fire department is not fully funded by real estate taxes or other property taxes; and
- (2) The service charge is not made in response to a call outside of the volunteer fire department's fire protection district, city or municipality pursuant to a contract.

- c. No deductible applies to this Additional Coverage.

2. Paragraph **E.2. Appraisal** Property Loss Condition is replaced by the following:

**2. Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If the appraisers do not agree on the selection of an umpire within 15 days, the insured or the insurer may apply in writing, for the appointment of an umpire, to the judge of the circuit court of the county or city in which the damaged or destroyed property was located at the time of loss. The appraisers will state separately the value of the property and amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. Any outcome of the appraisal will be binding on both parties. If you make a written demand for an appraisal of the loss, each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

However, if we make written demand for an appraisal of the loss, we will reimburse you for the reasonable cost of your chosen appraiser and for your portion of the cost of the umpire.

If there is an appraisal, we will still retain our right to deny the claim.

3. Paragraph **E.3. Duties In The Event Of Loss Or Damage** Property Loss Condition is amended as follows:

Paragraph a.(1) does not apply.

B. Paragraph B.1.f.(1)(a)(i) under Paragraph B. Exclusions of Section II - Liability is replaced by the following:

(i) "Bodily injury" or "property damage" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or de-humidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

C. Section III - Common Policy Conditions is amended as follows:

1. Condition A. Cancellation is replaced by the following:

**A. Cancellation**

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
  - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver written notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
4. Our notice will state the effective date of cancellation. The policy period will end on that date.
5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
  - a. We will compute return premium pro rata and round to the next higher

whole dollar when this Policy is cancelled:

- (1) At our request;
- (2) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
- (3) And rewritten by us or a member of our company group; or
- (4) After the first year, if it is a prepaid policy written for a term of more than one year.

b. When this Policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Paragraph 1. of H. Other Insurance is replaced by the following:

1. If there is other insurance covering the same loss or damage, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Policy bears to the Limits of Insurance of all insurance covering on the same basis.

3. Paragraph I. Premiums is amended as follows:

- a. The last subparagraph of Paragraph 3. is replaced by the following:  
Our forms then in effect will be provided to you. If you do not pay the continuation premium, this Policy will expire on the first anniversary date that we have not received the premium.

- b. Paragraph 4. is replaced by the following:
  - 4. Undeclared exposures or changes in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with the rates and rules in effect on the inception date or last anniversary date of the Policy.

- 4. The following paragraph is added:

#### **M. Nonrenewal**

- 1. If we elect not to renew this Policy, we will mail or deliver a notice of nonrenewal to the first Named Insured, shown in the Declarations, stating the reason for nonrenewal, at least:
  - a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
  - b. 45 days before the expiration date if the nonrenewal is for any other reason.
- 2. We will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law. If

notice is mailed, proof of mailing will be sufficient proof of notice.

- D. With respect to property to which replacement cost valuation applies, the following provision is added and supersedes any provision to the contrary:

If replacement cost coverage applies, you may make an initial claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within six months of the later of the following dates:

- a. The last date on which you received a payment for actual cash value; or
- b. The date of entry of a final order of a court of competent jurisdiction declaring your right to full replacement cost.

However, if the Actual Cash Value - Building option applies, as shown in the Declarations, Paragraph D. above does not apply to Building. Instead, we will determine the value of Buildings at actual cash value.

- E. If Condominium Commercial Unit-owners Optional Coverages Endorsement BP 17 03 is attached to this Policy, Paragraph B.2. of Endorsement BP 17 03 does not apply.

POLICY NUMBER: BOP 060331V

BUSINESS OWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - MANAGERS OR LESSORS  
OF PREMISES**

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS COVERAGE FORM

**SCHEDULE**

<b>Designation Of Premises (Part Leased To You):</b>
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>
<b>Additional Premium: \$</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Liability** is amended as follows:**A. The following is added to Paragraph C. Who Is An Insured:**

3. The person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds the following additional exclusions apply:**

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Schedule.
2. Structural alterations, new construction or demolition operations performed by or for the person(s) or organization(s) designated in the Schedule.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

POLICY NUMBER: BOP 060331V

BUSINESS OWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION - PERMITS OR AUTHORIZATIONS  
RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS COVERAGE FORM

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Liability** is amended as follows:

**A. The following is added to Paragraph C. Who Is An Insured:**

3. Any state or governmental agency or subdivision or political subdivision shown in the Schedule is also an additional insured, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners or decoration and similar exposures;

b. The construction, erection or removal of elevators; or

c. The ownership, maintenance or use of any elevators covered by this insurance.

However:

a. The insurance afforded to such additional insured only applies

to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

POLICY NUMBER: BOP 060331V

BUSINESS OWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED -  
MORTGAGEE, ASSIGNEE OR RECEIVER**

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS COVERAGE FORM

**SCHEDULE**

Name Of Person(s) Or Organization(s):
Designation Of Premises:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Liability is amended as follows:

## A. The following is added to Paragraph C. Who Is An Insured:

3. The person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability as mortgagee, assign, or receiver and arising out of the ownership, maintenance or use of the premises by you and as shown in the Schedule.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
- Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

POLICY NUMBER: BOP 060331V

BUSINESS OWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS OR OTHER INTERESTS  
FROM WHOM LAND HAS BEEN LEASED**

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS COVERAGE FORM

**SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
<b>Designation Of Premises (Part Leased To You):</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Liability** is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

3. The person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule. However:
  - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or for the person(s) or organization(s) shown in the Schedule.

C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

POLICY NUMBER: BOP 060331V

BUSINESS OWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****MEDICAL EXPENSES - EXCLUSION**

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS COVERAGE FORM

## SCHEDULE

<b>Description And Location Of Premises Or Classification:</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any premises or classification shown in the Schedule, **Section II - Liability** is modified as follows:

A. Paragraph **A2. Medical Expenses** does not apply and none of the references to Paragraph **A2.** in **Section II - Liability** apply.

B. The following is added to Paragraph **A.1.f.(1)** **Coverage Extension - Supplementary Payments:**

(h) Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

POLICY NUMBER: BOP 060331V

BUSINESS OWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ORDINANCE OR LAW COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS COVERAGE FORM

**SCHEDULE**

Premises Number	Building Number	Coverage 1 (Check if applies)	Coverage 2 Limit Of Insurance	Coverage 3 Limit Of Insurance	Coverages 2 And 3 Combined Limit Of Insurance*
		<input type="checkbox"/>	\$	\$	\$
		<input type="checkbox"/>	\$	\$	\$
		<input type="checkbox"/>	\$	\$	\$

**Business Income And Extra Expense Optional Coverage (Enter Yes or No):**

**Number Of Hours' Waiting Period For Period Of Restoration Applicable To Business Income And Extra Expense Optional Coverage:**

\*Do not enter a Combined Limit of Insurance if individual Limits of Insurance are selected for Coverages 2 and 3, or if one of these Coverages is not applicable.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section I - Property** is amended as follows:

**A. Each Coverage - Coverage 1, Coverage 2 and Coverage 3 - is provided under this endorsement only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the building identified for the Coverage(s) in the Schedule.**

**B. Application Of Coverage(s)**

The Coverage(s) provided by this endorsement applies only if both **B.1.** and **B.2.** are satisfied and are then subject to the qualifications set forth in **B.3.**

**1. The ordinance or law:**

- a. Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- b. Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

**2. The building sustains direct physical damage:**

- a. That is covered under this policy and as a result of such damage, you are required to comply with the ordinance or law; or
- b. That is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety, you are required to comply with the ordinance or law.
- c. But if the damage is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

**3. In the situation described in **B.2.b.** above, we will not pay the full amount of loss otherwise payable under the terms of Coverages 1, 2 and/or 3 of this endorsement. Instead, we will pay a proportion of such loss, meaning the proportion that the covered direct physical damage bears to the total direct physical damage.**

(Section H. of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage alone would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under terms of Coverages 1, 2 and/or 3 of this endorsement.

**C. We will not pay under Coverage 1, 2 or 3 of this endorsement for:**

1. Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot; or
2. The costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", wet rot or dry rot.

**D. Coverage**

**1. Coverage 1 - Coverage For Loss To The Undamaged Portion Of The Building**

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage 1 for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building. Coverage 1 is included within the Limit Of Insurance shown in the Declarations as applicable to the covered building. Coverage 1 does not increase the Limit of Insurance.

**2. Coverage 2 - Demolition Cost Coverage**

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

Paragraph E.5.d. Loss Payment Property Loss Condition does not apply to Demolition Cost Coverage.

**3. Coverage 3 - Increased Cost Of Construction Coverage**

With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- a. Repair or reconstruct damaged portions of that building; and/or
- b. Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

- a. This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- b. We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

Paragraph E.5.d. Loss Payment Property Loss Condition does not apply to the **Increased Cost Of Construction Coverage**.

**E. Loss Payment**

1. All following loss payment Provisions E.2. through E.5. are subject to the apportionment procedure set forth in Section B.3. of this endorsement:

2. When there is a loss in value of an undamaged portion of a building to which Coverage 1 applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

a. If the property is repaired or replaced on the same or another premises, we will not pay more than the lesser of:

(1) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or

(2) The Limit Of Insurance shown in the Declarations as applicable to the covered building.

b. If the property is not repaired or replaced, we will not pay more than the lesser of:

(1) The actual cash value of the building at the time of loss; or

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(2) The Limit Of Insurance shown in the Declarations as applicable to the covered building.

3. Unless Paragraph E.5. applies, loss payment under Coverage 2 - Demolition Cost Coverage will be determined as follows: We will not pay more than the lesser of the following:

- The amount you actually spend to demolish and clear the site of the described premises; or
- The applicable Limit Of Insurance shown for Coverage 2 in the Schedule above.

4. Unless Paragraph E.5. applies, loss payment under Coverage 3 - Increased Cost Of Construction Coverage will be determined as follows:

- We will not pay under Coverage 3:
  - Until the property is actually repaired or replaced, at the same or another premises; and
  - Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage 3 is the lesser of:
  - The increased cost of construction at the same premises; or
  - The applicable Limit Of Insurance shown for Coverage 3 in the Schedule above.
- If the ordinance or law requires relocation to another premises, the most we will pay under Coverage 3 is the lesser of:
  - The increased cost of construction at the new premises; or
  - The applicable Limit Of Insurance shown for Coverage 3 in the Schedule above.

5. If a Combined Limit Of Insurance is shown for Coverages 2 and 3 in the Schedule above, Paragraphs E.2. and E.3. of this endorsement do not apply with respect to the building property that is subject to the Combined Limit, and the following loss payment provisions apply instead:

The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost Of Construction, is the Combined Limit Of Insurance shown for Coverages 2 and 3 in the Schedule above. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

- For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- With respect to the Increased Cost Of Construction:
  - We will not pay for the increased cost of construction:
    - Until the property is actually repaired or replaced, at the same or another premises; and
    - Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
  - If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
  - If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
- The terms of this endorsement apply separately to each building to which this endorsement applies.
- Under this endorsement, we will not pay for loss due to any ordinance or law that:
  - You were required to comply with before the loss, even if the building was undamaged; and
  - You failed to comply with.
- Example of Proportionate Loss Payment for Ordinance or Law Coverage Losses (procedure as set forth in Section B.3. of this endorsement).

Assume:

- Wind is a Covered Cause of Loss. Flood is an excluded Cause of Loss;
- The building has a value of \$200,000;
- Total direct physical damage to building: \$100,000;
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value;
- Portion of direct physical damage that is covered (caused by wind): \$30,000;
- Portion of direct physical damage that is not covered (caused by flood): \$70,000; and
- Loss under Ordinance or Law Coverage 3 of this endorsement: \$60,000.

Step 1: Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$\$30,000 \text{ divided by } \$100,000 = .30$$

Step 2: Apply that proportion to the Ordinance or Law loss.

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this endorsement for the Coverage 3 loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

**NOTE:** The same procedure applies to losses under Coverages 1 and 2 of this endorsement.

I. If shown as applicable in the Schedule of this endorsement, the following applies:

**Business Income And Extra Expense Optional Coverage**

1. If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of suspension of your "operations" caused by or resulting from a requirement to comply with any ordinance or law that:
  - a. Regulates the construction or repair of any property;
  - b. Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and

c. Is in force at the time of loss.

However, coverage is not extended under this endorsement to include loss caused by or resulting from the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

2. Paragraph H.9. Period Of Restoration Definition is replaced by the following:

9. "Period of restoration" means the period of time that:

a. Begins:

(1) 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises, unless a lesser number of hours is shown in the Schedule of this endorsement; or

(2) Immediately after the time of the direct physical loss or damage for Extra Expense Coverage caused by or resulting from any Covered Cause of Loss at the described premises; and

b. Ends on the earlier of:

(1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

(2) The date when business is resumed at a new permanent location.

"Period of restoration" includes any increased period required to repair or reconstruct the property to comply with the minimum standards of any ordinance or law, in force at the time of loss, that regulates the construction or repair, or requires the tearing down of any property.

The expiration date of this policy will not cut short the "period of restoration".

POLICY NUMBER: BOP 060331V

BUSINESSOWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****UTILITY SERVICES - DIRECT DAMAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Premises Number	Building Number	Utility Services Limit Of Insurance	Water Supply Property ("X" If Applies)	Communication Supply Property	Power Supply Property
				Overhead Transmission Lines Enter Either "Included" or "Not Included" (If Applicable)	
		\$			
<b>Covered Property:</b>					
		\$			
<b>Covered Property:</b>					
		\$			
<b>Covered Property:</b>					
		\$			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

The coverage provided by this endorsement is subject to the provisions of Section I - Property, including Paragraph D. Deductibles, except as provided below.

**A. The following is added to Paragraph A. Coverage:**

We will pay for loss of or damage to Covered Property described in the Schedule, caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the property described in Paragraph C. of this endorsement if such property is indicated by an "X" in the Schedule.

**B. Exception**

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to "electronic data", including destruction or corruption of "electronic data".

**C. Utility Services**

1. Water Supply Property, meaning the following types of property supplying water to the described premises:

- a. Pumping stations; and
- b. Water mains.

2. Communication Supply Property, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- a. Communication transmission lines, including optic fiber transmission lines;
- b. Coaxial cables; and
- c. Microwave radio relays except satellites.

It does not include overhead transmission lines unless indicated in the Schedule.

3. Power Supply Property, meaning the following types of property supplying electricity, steam or gas to the described premises:

- a. Utility generating plants;
- b. Switching stations;

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- c. Substations;
- d. Transformers; and
- e. Transmission lines.

It does not include overhead transmission lines unless indicated in the Schedule.

- D. As used in this endorsement, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.
- E. Paragraph C. Limits Of Insurance is replaced by the following:

**C. Limits Of Insurance**

If a Utility Services Limit Of Insurance is shown in the Schedule, such limit is part of, not in addition to, the Limit Of Insurance stated in the Declarations as applicable to the Covered Property.

If no Limit of Insurance is shown for Utility Services, coverage under this endorsement is subject to the applicable Limit Of Insurance on the Covered Property as shown in the Declarations. But this Utility Services Endorsement does not increase the applicable Limit of Insurance.

## BUSINESSOWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TOTAL POLLUTION EXCLUSION WITH A BUILDING  
HEATING EQUIPMENT EXCEPTION AND A  
HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**Exclusion B.1.f. Pollution in Section II - Liability** is replaced by the following:

This insurance does not apply to:

**f. Pollution**

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

(a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

(b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

(i) At any premises, site or location which is or was at any time used

by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

(ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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BUSINESSOWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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**BUSINESS OWNERS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **BUSINESS OWNERS COVERAGE FORM**

The following provisions are added to the Businessowners Policy and apply to Property and Liability Coverages:

**A. CAP ON CERTIFIED TERRORISM LOSSES**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort

to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for loss or injury or damage that is otherwise excluded under this Policy.

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BUSINESSOWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FUNGI OR BACTERIA EXCLUSION (LIABILITY)**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

The following provisions are added to **Section II - Liability**:

**A. The following exclusion is added to Paragraph B.1., Exclusions - Applicable To Business Liability Coverage:**

**t. Fungi Or Bacteria**

**(1) "Bodily injury", "property damage" or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.**

**(2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.**

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

**B. The following definition is added Paragraph F. Liability And Medical Expenses Definitions:**

**1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.**

**BUSINESSOWNERS****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****VIRGINIA CHANGES - TOTAL POLLUTION EXCLUSION  
WITH A BUILDING  
HEATING EQUIPMENT EXCEPTION AND A  
HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM****Exclusion B.1.f. Pollution in Section II - Liability is replaced by the following:**

This insurance does not apply to:

**f. Pollution**

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

(a) "Bodily injury" or "property damage" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

(b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

(i) At any premises, site or location which is or was at any time used

by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

(ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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BUSINESS OWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VIRGINIA CHANGES - POLICY PERIOD**

Coverage under this policy begins at 12:01 A.M. (Standard Time) at the mailing address shown in the Declarations. However, to the extent that this policy replaces coverage in other policies terminating at 12:01 A.M. (Standard Time) on the inception date of this policy at the location of the property involved, coverage under this policy, at each location, becomes effective when such other coverage terminates.

POLICY NUMBER: BOP 060331V

BUSINESS OWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - GRANTOR OF FRANCHISE**

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS COVERAGE FORM

**SCHEDULE**

Name Of Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Liability** is amended as follows:**A. The following is added to Paragraph C. Who Is An Insured:**

Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to their liability as a grantor of a franchise to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

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BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following exclusion is added to Paragraph **B**. Exclusions in Section II - Liability:

**Communicable Disease**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

## BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY - WITH LIMITED  
BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Exclusion B.1.q. of **Section II - Liability** is replaced by the following:

This insurance does not apply to:

q. **Access Or Disclosure Of Confidential  
Or Personal Information And Data-  
related Liability**

- (1) Damages, other than damages because of "personal and advertising injury", arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to

or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

B. The following is added to Paragraph B.1.p. **Personal And Advertising Injury Exclusion of Section II - Liability:**

This insurance does not apply to:

p. **Personal And Advertising Injury**

"Personal and advertising injury":

Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS IS A CLAIMS-MADE AND REPORTED COVERAGE ENDORSEMENT.

**EMPLOYMENT PRACTICES LIABILITY  
INSURANCE COVERAGE ENDORSEMENT - VIRGINIA**

Throughout this Coverage Endorsement (hereinafter referred to as "EPL Coverage Endorsement"), the words "you" and "your" refer to the "named insured(s)" shown in the Supplemental Declarations of this EPL Coverage Endorsement and any other person(s) or organization(s) qualifying as a "named insured" under this EPL Coverage Endorsement. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION III. WHO IS AN INSURED.

Other words and phrases that appear in "quotations" have special meaning. Refer to SECTION VII. DEFINITIONS.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions, and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this EPL Coverage Endorsement, unless specifically stated otherwise in an endorsement(s) attached hereto.

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**SECTION I. WHAT IS COVERED**

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**A. Insuring Agreement**

1. "We" shall pay those "losses" arising out of an "insured's" "wrongful employment act" (other than a "third party violation") against "your" "employees", "recognized volunteers" and applicants for employment to which this insurance applies.
2. If coverage for "third party violations" is shown on the Supplemental Declarations, then "we" shall pay those "losses" arising out of an "insured's" "third party violation" against "your" customers, vendors and clients.
3. For coverage to apply under this EPL Coverage Endorsement, a "claim" or "suit" for a "wrongful employment act" must be first made against "you" during the "EPL coverage period" or any Extended Reporting Period (if applicable) and reported to "us" pursuant to the terms of this EPL Coverage Endorsement.
4. A "claim" or "suit" by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
  - a. When written notice of such "claim" or "suit" is received and recorded by any "insured" or by "us", whichever comes first; or
  - b. When "we" make any settlement in accordance with the terms of this EPL Coverage Endorsement.

**B. Defense**

1. "We" have the right and duty to defend and appoint an attorney to defend any "claim" or "suit" brought against any "insured" for a "wrongful employment act" to which this insurance applies, even if the "claim" or "suit" is groundless or fraudulent.
2. "We" have the right to investigate and settle any "claim" or "suit" that "we" believe is proper. "You" shall be entitled to effectively associate in the defense of any "claim".
3. "We" shall pay all reasonable costs "we" ask the "insured" to incur while helping "us" investigate or defend a "claim" or "suit". "We", however, will not pay more than \$100 per day for earnings lost by the "insured" because of time taken off from work.
4. "We" shall pay premiums for appeal bonds, or bonds to release property being used to secure a legal obligation, for a covered "suit". "We" shall only pay, however, for bonds valued up to "our" Aggregate EPL Limit of Liability. "We" shall have no obligation to appeal or to obtain these bonds.
5. Payments for "defense costs" are included within the Aggregate EPL Limit of Liability. They are not in addition to the Aggregate EPL Limit of Liability. "Our" duty to defend or to make payment of any "claim" or "suit" pursuant to paragraphs 1-4 above, ends after the Aggregate EPL Limit of Liability has been exhausted by payment of "loss", including "defense costs".

6. "We" shall pay all interest on that amount of any judgment within the Aggregate EPL Limit of Liability:
  - a. which accrues after entry of judgment; and
  - b. before "we" pay, offer to pay, or deposit in court that part of the judgment within the Aggregate EPL Limit of Liability.

These interest payments are included within "our" Aggregate EPL Limit of Liability.

#### C. Transfer of Control

1. "You" may take over control of any outstanding "claim" or "suit" previously reported to "us", but only if "we", in "our" sole discretion, decide that you should, or if a court orders "you" to do so.
2. Notwithstanding subsection 1 of this Clause C, in all events, if the Aggregate EPL Limit of Liability is exhausted, "we" will notify "you" of all outstanding "claims" or "suits" and "you" will take over control of the defense. "We" will help transfer control of the "claims" and "suits" to "you".
3. "We" shall take whatever steps are necessary to continue the defense of any outstanding "claim" or "suit" and avoid a default judgment during the transfer of control to "you". If "we" do so, "we" shall not waive or give up any of "our" rights. "You" shall pay all reasonable expenses "we" incur for taking such steps after the Aggregate EPL Limit of Liability is exhausted.

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## SECTION II. EXCLUSIONS - WHAT IS NOT COVERED

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This insurance does not apply to:

#### A. Profit or Advantage

Any liability arising out of the gaining of any profit or advantage to which an "insured" was not legally entitled. However, to the extent that a "claim" or "suit" is otherwise covered under this EPL Coverage Endorsement, we will defend a "claim" or "suit" asserting that an "insured" gained a profit or advantage to which the "insured" was not legally entitled, until such time as the "insured" is determined to have gained a profit or advantage to which the "insured" was not legally entitled;

#### B. Criminal Acts

Any liability arising out of any dishonest, fraudulent, criminal, or malicious act by or at the direction of any "insured". However, to the extent that a "claim" or "suit" is otherwise covered under this EPL Coverage Endorse-

ment we will defend a "claim" or "suit" asserting a dishonest, fraudulent, criminal or malicious act until such time as the "insured" is determined to have committed such dishonest, fraudulent, criminal or malicious act;

The "wrongful employment act(s)" of an "insured" shall not be imputed to any other "insured" for the purpose of determining the applicability of the foregoing exclusions A and B;

#### C. "Property Damage"

Any liability arising out of "property damage";

#### D. "Bodily Injury"

Any liability arising out of "bodily injury";

#### E. Worker's Compensation, Social Security and Unemployment, Disability and Retirement Benefits

Any liability arising out of any obligation pursuant to any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law. This exclusion, however, shall not apply to "loss" arising from a "claim" or "suit" for "retaliation";

#### F. Contractual Liability

Any liability arising out of any actual or alleged contractual liability of any "insured" under any express contract or agreement. This exclusion, however, shall not apply to the extent any liability does not arise under such express contract or agreement;

#### G. ERISA, FLSA, NLRA, WARN, COBRA, and OSHA

Any liability for violation(s) of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar federal, state, local or foreign statutory law or common law.

It is acknowledged that "claims" and "suits" for violation(s) of any of the responsibilities, obligations or duties imposed by "similar federal, state, local or foreign statutory law or common law," as such quoted language is used in the immediately-preceding paragraph, include, without limitation, any and all "claims" and "suits" which in whole or in part allege, arise out of, are based upon, are attributable to, or are in any way related to any of the circumstances described in any of the following:

- a. the refusal, failure or inability of any "insured(s)" to pay wages or overtime pay (or amounts representing such wages or overtime pay) for services rendered or time spent in connection with work related activities (as opposed to tort-based back pay or front pay damages for torts other than conversion);
- b. improper deductions from pay taken by any "insured(s)" from any "employee(s)" or purported employee(s); or
- c. failure to provide or enforce legally required meal or rest break periods;

Notwithstanding the foregoing, this exclusion G shall not apply to the extent that a "claim" or "suit" is for "retaliation";

#### **H. Prior Knowledge**

Any liability arising out of incidents, circumstances or "wrongful employment acts", which an "insured", prior to the "original inception date" as shown in the Supplemental Declarations of this EPL Coverage Endorsement, had knowledge or which an "insured" could have reasonably foreseen might result in a "claim" or "suit";

#### **I. Prior Notice**

Any liability arising out of the facts alleged, or to the same or "related wrongful employment acts" alleged or contained in any "claim" or "suit" which has been reported, or in any circumstances of which notice has been given, under any policy of which this EPL Coverage Endorsement is a renewal or replacement or which it may succeed in time;

#### **J. Prior Litigation**

Any liability arising out of, as of the "original inception date", any prior (i) litigation; or (ii) administrative or regulatory proceeding or investigation of which an "insured" had notice or alleging the same or "related wrongful employment acts" alleged or contained in such pending or prior litigation or administrative or regulatory proceeding or investigation;

#### **K. Securities Holder**

Any "claim" or "suit" brought by a securities holder of the "insured" in their capacity as such, whether directly, derivatively on behalf of the "insured", or by class action;

#### **L. Outside Boards**

Any liability arising out of any actual or alleged act or omission of an "insured" serving in any capacity, other than as a director, officer or "employee" of the "insured" entity.

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### **SECTION III. WHO IS AN INSURED**

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#### **A. Individual**

If "you" are shown in the Supplemental Declarations of this EPL Coverage Endorsement as an individual, "you" and "your" spouse are "insureds", only for the conduct of a business of which "you" are the sole owner.

#### **B. Corporation**

If "you" are shown in the Supplemental Declarations of this EPL Coverage Endorsement as a corporation or organization other than a partnership, joint venture, or limited liability company, "you" and "your" "subsidiaries" are "insureds".

#### **C. Partnership or Joint Venture**

If "you" are shown in the Supplemental Declarations of this EPL Coverage Endorsement as a partnership or joint venture, "you" are an "insured". "Your" members, partners or co-venturers and their spouses are also "insureds", but only for the conduct of "your" business.

#### **D. Limited Liability Company**

If "you" are shown in the Supplemental Declarations of this EPL Coverage Endorsement as a limited liability company, "you" are an "insured." "Your" members are also "insureds", but only with respect to the conduct of "your" business. "Your" managers are "insureds", but only with respect to their duties as "your" managers.

#### **E. Trusts**

If "you" are shown in the Supplemental Declarations of this EPL Coverage Endorsement as a trust, "you" are an "insured". "Your" trustees are also "insureds", but only with respect to their duties as trustees.

#### **F. "Employees"**

"Your" "employees", executive officers and directors are "insureds", only for the conduct of "your" business within the scope of their employment or their duties as executive officers or directors.

#### **G. Extensions**

1. Subject otherwise to the terms hereof, this EPL Coverage Endorsement shall cover "loss" arising from any "claims" or "suits" made against the estates, heirs, or legal representative of deceased individual "insureds", and the legal representatives of individual "insureds", in the event of incompetency, who were individual "insureds" at the time the "wrongful employment acts", upon which such "claims" or "suits" are based, were committed.

2. Subject otherwise to the terms hereof, this EPL Coverage Endorsement shall cover "loss" arising from all "claims" and "suits" made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an individual "insured", including a "claim" or "suit" that seeks damages recoverable from marital community property, property jointly held by the individual "insured" and the spouse, or property transferred from the individual "insured" to the spouse; provided, however, that this extension shall not afford coverage for a "claim" or "suit" arising out of any "wrongful employment act" of the spouse, but shall apply only to "claims" or "suits" arising out of any "wrongful employment acts" of an individual "insured", subject to this EPL Coverage Endorsement's terms, conditions and exclusions.

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#### **SECTION IV. LIMIT OF LIABILITY (including "defense costs")**

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- A. The Aggregate EPL Limit of Liability shown in the Supplemental Declarations of this EPL Coverage Endorsement and the information contained in this section limits the most "we" shall pay for all "loss" (other than post-judgment interest described in Section I, Clause B, paragraph 6 of this EPL Coverage Endorsement) arising out of "claims" and "suits" first made against "insureds" during the "EPL coverage period" or Extended Reporting Period (if applicable), regardless of:
  1. the number of persons or organizations covered by this EPL Coverage Endorsement; or
  2. the number of "claims" made or "suits" brought; or
  3. the length of the "EPL coverage period".
- B. The Aggregate EPL Limit of Liability is the most "we" shall pay for all "losses" (other than post-judgment interest described in Section I, Clause B, paragraph 6 of this EPL Coverage Endorsement) covered under this EPL Coverage Endorsement, including amounts incurred for "defense costs".
- C. Notwithstanding the foregoing, in the event that "you" purchase the Extended Reporting Period pursuant to the terms of Section VI, F, the Aggregate EPL Limit of Liability available for the Extended Reporting Period shall be equal to the Aggregate EPL Limit of Liability shown in the Supplemental Declarations of this EPL Coverage Endorsement in effect as

of the inception date of the "EPL coverage period". The Aggregate EPL Limit of Liability for the Extended Reporting Period shall be in addition to, and not part of, the Aggregate EPL Limit of Liability shown in the Supplemental Declarations of this EPL Coverage Endorsement in effect as of the inception date of "EPL coverage period".

- D. All "claims" and "suits" arising from the same or "related wrongful employment acts" shall be treated as arising out of a single "wrongful employment act".
- E. All "claims" or "suits" arising out of one "wrongful employment act" shall be deemed to be made on the date that the first such "claim" is made or "suit" is brought. All "claims" asserted in a "class action suit" will be treated as arising out of a single "wrongful employment act".
- F. Any "claim" or "suit" which is made subsequent to the "EPL coverage period" or Extended Reporting Period (if applicable) which, pursuant to Section VI, Clause D(3) and (4) is considered made during the "EPL coverage period" or Extended Reporting Period shall also be subject to the one Aggregate EPL Limit of Liability stated in the Supplemental Declarations of this EPL Coverage Endorsement.

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#### **SECTION V. DEDUCTIBLE**

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"You" shall be responsible for the deductible amount shown in the Supplemental Declarations of this EPL Coverage Endorsement with respect to each "claim" and "suit" and "you" may not insure against it. A single deductible amount shall apply to "loss" (other than post-judgment interest described in Section I, Clause B, paragraph 6 of this EPL Coverage Endorsement) arising from all "claims" and "suits" alleging the same "wrongful employment act" or "related wrongful employment acts". Expenses "we" incur in investigating, defending and settling "claims" and "suits" are included in the deductible. The deductible is not included within the Aggregate EPL Limit of Liability.

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#### **SECTION VI. CONDITIONS**

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"We" have no duty to provide coverage under this EPL Coverage Endorsement, unless there has been full compliance with all the Conditions contained in this EPL Coverage Endorsement.

##### **A. Assignment**

The interest of any "insured" is not assignable. "You" cannot assign or transfer "your" interest in this EPL Coverage Endorsement without "our" written consent attached to the EPL Coverage Endorsement.

**B. Bankruptcy or Insolvency**

The bankruptcy, insolvency or inability to pay of "you" or "your" estate, will not relieve "us" from the payment of any "claim" or "suit" covered by this EPL Coverage Endorsement.

Under no circumstances will the bankruptcy, insolvency, or inability to pay require of "you" or "your" estate require "us" to drop down, in any way replace, or assume any of "your" or "your" estate's obligations with respect to the Deductible provisions of this EPL Coverage Endorsement.

**C. Coverage Territory**

"We" cover "wrongful employment acts" anywhere in the world, but only if the "claim" is made and the "suit" is brought for such "wrongful employment act" in the United States of America, its territories and possessions, Puerto Rico, or Canada.

**D. Duties in the Event of an Incident, "Claim" or "Suit"**

1. If, during the "EPL coverage period", incidents or events occur which "you" reasonably believe may give rise to a "claim" or "suit" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with EEOC, DOL or OFCCP (or similar federal, state or local agency); or upon a contemporaneously made memorandum of an oral "claim", allegation or threat, "you" shall give written notice to "us" as soon as practicable and either:

- a. anytime during the "EPL coverage period" or the Extended Reporting Period (if applicable); or
- b. within thirty (30) days after the end of the "EPL coverage period" or Extended Reporting Period (if applicable), as long as such "claim" or "suit" is reported no later than thirty (30) days after the date such "claim" or "suit" was first made against an "insured".

2. If a "claim" is made or a "suit" is brought against any "insured", "you" must:

- a. Immediately record the specifics of the "claim" or "suit" and the date received; and
- b. Provide "us" with written notice, as described in subsection 3. below, as soon as practicable.

3. Such written notice of "claim" or "suit" shall contain:

- a. The identity of the person(s) alleging a "wrongful employment act";
- b. The identity of the "insured(s)" who allegedly were involved in the incidents or events;
- c. The date the alleged incidents or events took place; and
- d. The written notice or contemporaneously prepared memorandum referred to above.

If written notice is given to "us" during the "EPL coverage period" or Extended Reporting Period (if applicable), pursuant to the above requirements, then any "claim" or "suit" which is subsequently made against any "insureds" and reported to "us" alleging, arising out of, based upon or attributable to such circumstances or alleging any "related wrongful employment act" to such circumstances, shall be considered made at the time such notice of such circumstances was first given.

4. If "you" submit written notice of a "claim" or "suit", pursuant to this Clause D, then any "claim" or "suit" that may subsequently be made against an "insured" and reported to "us" alleging the same or a "related wrongful employment act" to the "claim" or "suit" for which such notice has been given shall be deemed, for the purpose of this insurance, to have been first made during the "EPL coverage period" or Extended Reporting Period in effect at the time such written notice was first submitted to "us".

5. "You" and any other "insured" must:

- a. Immediately send "us" copies of any demands, notices, summonses or legal papers received in connection with any "claim" or "suit";
- b. Authorize "us" to obtain records and other information;
- c. Cooperate with "us" in the investigation, settlement or defense of the "claim" or "suit";
- d. Assist "us", upon "our" request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury or damage to which this insurance may also apply;
- e. Take no action, or fail to take any required action, that prejudices the rights of the "insureds" or "us" with respect to such "claim" or "suit".

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6. No "insureds" will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without "our" prior written consent.

**E. Transfer of Rights of Recovery Against Others to "Us"**

"You" may be able to recover all or part of a "loss" from someone other than "us". "You", therefore, shall do all that is possible after a "loss" to preserve any such right of recovery. If "we" make a payment under this EPL Coverage Endorsement, that right of recovery shall belong to "us". "You" shall do whatever is necessary, including signing documents, to help "us" obtain that recovery.

**F. Extended Reporting Period**

1. In the event that (i) "you" or "we" shall cancel or nonrenew this Policy for any reason other than for non-payment of premium; (ii) "you" or "we" shall refuse to renew this EPL Coverage Endorsement or renew this EPL Coverage Endorsement on an other than a claims-made basis; (iii) the "original inception date" as shown in the Supplemental Declarations of this EPL Coverage Endorsement is advanced, or (iv) a "Transaction", as defined in Clause G below, occurs then, solely with respect to the coverage provided pursuant to this EPL Coverage Endorsement and except as indicated below, "you" shall have the right, upon payment of an additional premium of 200% of the full annual premium applicable to this EPL Coverage Endorsement, to buy an Extended Reporting Period Endorsement, providing an Extended Reporting Period of two (2) years following the effective date of the cancellation, nonrenewal, renewal on other than claims made basis, advancement of the "original inception date" or "Transaction", in which to give "us" written notice of "claims" first made or "suits" first brought against the "insureds" during said Extended Reporting Period for any "wrongful employment acts" occurring before the end of the "EPL coverage period" and are otherwise covered by this EPL Coverage Endorsement. The limit of liability for the Extended Reporting Period shall be as set forth in the Section IV, Clause C of this EPL Coverage Endorsement.

If any existing coverage is excluded or removed under this EPL Coverage Endorsement and this EPL Coverage Endorsement remains in effect or is renewed, "we" shall offer an Extended Reporting Period for such excluded coverage on the same terms and conditions that the Extended Reporting Period would be offered if the entire policy were

terminated, as such terms and conditions are set forth in the preceding paragraph.

To obtain an Extended Reporting Period Endorsement, "you" must request it in writing and pay the additional premium due, within thirty (30) days of the effective date of (i) cancellation, (ii) nonrenewal, (iii) renewal on an other than a claims-made basis or (iv) advancement of the retro date or, in the event of a "Transaction", within thirty (30) days before the end of the "EPL coverage period".

2. The Extended Reporting Period Endorsement cannot be canceled by either party, except for nonpayment of premium. The additional premium for the Extended Reporting Period shall be fully earned at the inception of the Extended Reporting Period and this EPL Coverage Endorsement cannot be cancelled after such additional premium is paid. If "we" do not receive the written request as required, "you" may not exercise this right at a later date.

3. This insurance, provided during the Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Extended Reporting Period Endorsement becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

4. This Clause F and the rights contained herein shall not apply to any cancellation or nonrenewal resulting from non-payment of premium, failure to comply with the terms and conditions of the policy or fraud.

**G. Change in Control of "Named Insured"**

If during the "EPL coverage period":

1. the "named insured" shall consolidate with or merge into, or sell all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or

2. any person or entity or group of persons or entities acting in concert shall acquire an amount of the outstanding securities representing more than fifty (50%) percent of the voting power for the election of directors or General Partners of the "named insured" (in the event the "named insured" is a Partnership), or acquires the voting rights of such an amount of such securities; or

3. a General Partner of the "named insured" (in the event the "named insured" is a partnership) withdraws, resigns or is terminated;

(any of the above events herein referred to as the "Transaction").

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then this EPL Coverage Endorsement shall continue in full force and effect as to "wrongful employment acts" occurring prior to the effective time of the "Transaction", but there shall be no coverage afforded by any provision of this EPL Coverage Endorsement for any actual or alleged "wrongful employment acts" occurring after the effective time of the "Transaction". This EPL Coverage Endorsement may not be canceled after the effective time of the "Transaction" and the entire premium for this EPL Coverage Endorsement shall be deemed earned as of such time. "You" shall also have the right to buy an Extended Reporting Period in accordance with Clause F of this EPL Coverage Endorsement.

"You" shall give "us" written notice of the "Transaction" as soon as practicable, but not later than thirty (30) days after the effective date of the "Transaction".

#### **H. Legal Action Against "Us"**

No person or organization has the right to join "us" as a party or otherwise bring "us" into a "suit" asking for damages from an "insured", provided, however, actions may be brought against "us" if a judgment against "you" is returned unsatisfied.

#### **I. Other Insurance**

Unless expressly written to be excess over other applicable insurance, it is intended that the insurance provided by this EPL Coverage Endorsement shall be primary.

#### **J. EPL Coverage Endorsement Changes**

This EPL Coverage Endorsement contains all the agreements between "you" and "us" concerning this insurance. The first "named insured" in the Supplemental Declarations of this EPL Coverage Endorsement is authorized to request changes in this EPL Coverage Endorsement. This EPL Coverage Endorsement can only be changed by a written endorsement "we" issue and make part of this EPL Coverage Endorsement.

#### **K. Special Rights and Duties of the "Named Insured"**

"You" agree that when there is more than one person and/or entity covered under this EPL Coverage Endorsement, the first "named insured" in the Supplemental Declarations of this EPL Coverage Endorsement shall act on behalf of all "insureds" as to:

1. Giving of notice of a "claim" or "suit";
2. Giving and receiving notice of cancellation or nonrenewal provided, however, in the event of a cancellation or nonrenewal by "us", "we" will notify all "named insureds" in the Supplemental Declarations.;

3. Payment of premiums and receipt of return premiums; or
4. Acceptance of any endorsements issued to form a part of this EPL Coverage Endorsement; or

#### **L. Headings**

The descriptions in the headings of this EPL Coverage Endorsement are solely for convenience, and form no part of the terms and conditions of coverage.

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### **SECTION VII. DEFINITIONS**

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- A. "Bodily injury" means physical injury, sickness, or disease, including death resulting therefrom.
- B. "Claim" means a written demand for monetary and non-monetary relief (including any request to toll or waive any statute of limitations). The term "claim" shall also mean an Equal Employment Opportunity Commission (EEOC), Department of Labor (DOL) or Office of Federal Contract Compliance Program (OFCCP) (or similar federal, state or local agency) proceeding or investigation commenced by the filing of a notice of charges, service of a complaint or similar document of which notice has been given to "you". However, in no event, shall the term "claim" include any labor or grievance proceeding, which is subject to a collective bargaining agreement.
- C. "Class Action Suit" means any suit seeking certification or certified as a class action by a federal or state court.
- D. "Defense Costs" means reasonable and necessary fees, costs and expenses consented to by "us" resulting solely from the investigation, adjustment, defense and appeal of a "claim" or "suit" against "you".
- E. "Employee" means an individual whose labor or service is engaged by and directed by "you" for remuneration, whether such individual is in a supervisory, co-worker or subordinate position or otherwise, including any part-time, seasonal, and temporary "employees". An individual who is leased to "you" shall also be an "employee", but only if "you" provide indemnification to such leased individual in the same manner as is provided to "your" "employees". Any other individual who is contracted to perform work for "you", or who is an independent contractor for "you", shall also be an "employee", but only if "you" provide indemnification to such individual in the same manner as that provided to "your" employees.
- F. "EPL coverage period" means the period commencing on the effective date shown in the Supplemental Declarations of this EPL Coverage Endorsement. This period ends on

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the earlier of the expiration date or the effective date of cancellation of this EPL Coverage Endorsement. If "you" became an "insured" under this EPL Coverage Endorsement after the effective date, the "EPL coverage period" begins on the date "you" became an "insured".

- G. "Loss(es)" means damages (including front pay and back pay), judgments, settlements, pre-judgment interest on that part of any judgment paid by "us", statutory attorney fees, and "defense costs"; however, "loss" shall not include: (1) civil or criminal fines or penalties imposed by law; (2) punitive or exemplary damages; (3) the multiplied portion of multiplied damages; (4) taxes; (5) any amount for which the "insureds" are not financially liable or which are without legal recourse to the "insureds"; (6) employment related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation; (7) any liability or costs incurred by any "insured" to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar; or (8) matters which may be deemed uninsurable under the law pursuant to which this EPL Coverage Endorsement shall be construed.
- H. "Named Insured" means the person or organization designated in the Supplemental Declarations page of this EPL Coverage Endorsement.
- I. "Original inception date" refers to the date specified in the Supplemental Declarations of this EPL Coverage Endorsement.
- J. "Property Damage" means physical injury to, or destruction of, tangible property including the loss of use thereof, or loss of use of tangible property, which has not been physically injured or destroyed.
- K. "Recognized volunteer" means an uncompensated individual who volunteers labor or services to "you", but only when performing such labor or services at the request of and under the direction of "you".
- L. "Related Wrongful Employment Act(s)" means "wrongful employment acts" which are the same, related or continuous, or "wrongful employment acts" which arise from a common nucleus of facts. "Claims" or "suits" can allege "related wrongful employment acts", regardless of whether such "claims" or "suits" involve the same or different claimants, "insureds" or legal causes of actions.
- M. "Retaliation" means a "wrongful employment act" of an "insured" alleged to be in response to, the actual or attempted exercise by an

"employee" of any right that such "employee" has under the law. Provided, however, "retaliation" shall not include the "wrongful employment act" of an "insured" alleged to be in response to the threat of or the actual filing of any claim or suit under the Federal False Claims Act or any other federal, state, local or foreign "whistleblower law".

## N. "Subsidiary" means:

- 1. Any for-profit organization which, on or before the inception of the "EPL coverage period", is more than 50% owned by the "named insured", either directly or indirectly through one or more of its "subsidiaries"; or
- 2. A for-profit organization which becomes a "subsidiary" during the "EPL coverage period", but only upon the condition that within 90 days of its becoming a "subsidiary", the "named insured" shall have provided "us" with full particulars of the new "subsidiary" and agreed to any additional premium or amendment of the provisions of this EPL Coverage Endorsement required by "us" relating to such new "subsidiary". Further, coverage as shall be afforded to the new "subsidiary" is conditioned upon the "named insured" paying when due any additional premium required by "us" relating to such new "subsidiary".

An organization becomes a "subsidiary" when the "named insured" owns more than fifty (50%) percent ownership interest in such "subsidiary", either directly, or indirectly through one or more of its "subsidiaries". An organization ceases to be a "subsidiary" when the "named insured" ceases to own more than a fifty (50%) percent ownership in such "subsidiary", either directly, or indirectly through one or more of its "subsidiaries".

In all events, coverage as is afforded under this EPL Coverage Endorsement with respect to a "claim" made or "suit" brought against any "subsidiary" or an "insured" of any "subsidiary", shall only apply to "wrongful employment act(s)" commenced or allegedly commenced after the effective time that such "subsidiary" became a "subsidiary", and prior to the time that such "subsidiary" ceased to be a "subsidiary".

- O. "Suit" means a civil proceeding or an administrative proceeding seeking money damages, and includes an arbitration, mediation or any other alternative dispute resolution procedure seeking such damages, to which the "insured" must submit or may submit with "our" consent. "Suit" shall not include any civil proceeding or administrative proceeding arising from any labor or grievance dispute which is subject to a collective bargaining agreement.

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- P. "Third party violation" means any actual or alleged discrimination, sexual harassment or violation of an individual's civil rights relating to such discrimination or sexual harassment, whether direct, indirect, intentional or unintentional.
- Q. "Whistleblower law" means a statute, rule or regulation, which protects an employee against discrimination from his or her employer, if the employee discloses or threatens to disclose to a superior or any governmental agency; or who gives testimony relating to, any action with respect to the employer's operations, which may be a violation of public policy as reflected in legislation, administrative rules, regulations or decisions, judicial decisions, and professional codes of ethics.
- R. "Wrongful Employment Act(s)" means any actual or alleged:
  - 1. wrongful dismissal, discharge or termination (either actual or constructive), including breach of an implied contract;
  - 2. harassment (including sexual harassment, whether quid pro quo, hostile work environment or otherwise);
  - 3. discrimination (including but not limited to discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
  - 4. "retaliation" (including lockouts);
  - 5. employment-related misrepresentation(s) to "your" "employee" or applicant for employment with "you";
- 6. employment-related libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy;
- 7. wrongful failure to employ or promote;
- 8. wrongful deprivation of career opportunity, wrongful demotion or negligent "employee" evaluation, including the giving of negative or defamatory statements in connection with an "employee" reference;
- 9. wrongful discipline;
- 10. failure to grant tenure;
- 11. failure to provide or enforce adequate or consistent corporate policies and procedures relating to any "wrongful employment act";
- 12. negligent supervision or hiring by an "insured", relating to any of the above;
- 13. violation of an individual's civil rights relating to any of the above; or
- 14. "third party violations", but only if coverage for "third party violations" is shown on the Supplemental Declarations, and only with respect to "claims" or "suits" made by "your" customers, vendors or clients.

**BUSINESSOWNERS****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SELF-STORAGE FACILITIES**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Businessowners Coverage Form is amended as follows:

- A. Item A. Coverage, 1. Covered Property b.(2) of Section I - Property is deleted in its entirety.
- B. The following is added to Paragraph A.5.f. Additional Coverages Business Income of Section I - Property:

**(5) Accrued Rental Charges**

We will pay for the loss of accrued rental or lease charges for storage spaces rendered unrentable because of a covered loss.

- C. If the Employee Dishonesty Optional Coverage is shown as applicable in the Declarations, the following is added to Paragraph 3. Employee Dishonesty of Paragraph G. Optional Coverages of Section I - Property and is subject to the provisions of that paragraph:

We will also pay for direct loss of or damage to "money", "securities" and "other property" sustained by your "customers" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner).

The property covered under this coverage is limited to property:

- (1) That your "customer" owns or leases; or
- (2) That your "customer" holds for others.

Coverage applies only while the property is in your self-storage facility at the premises described in the Declarations.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your "customers". Any claim for loss that is covered under this coverage must be presented by you.

**D. Customers' Goods Legal Liability**

- 1. The following are added to Paragraph A. Coverages of Section II - Liability:

a. We will pay for those sums that the insured becomes legally obligated to pay as damages because of "property damage" to which this Customers' Goods Legal Liability Coverage applies to a "customer's" property (or the property of others for which such "customer" is liable) only while the property is at the insured's self-storage facilities. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "property damage" to which this Customers' Goods Legal Liability Coverage does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph 5.;
- (2) We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable Limit of Insurance; and
- (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under the Customer's Goods Legal Liability Coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Supplementary Payments provision.

b. This Customers' Goods Legal Liability Coverage applies to "property damage" only if:

- (1) The "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

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(2) The "property damage" occurs during the policy period.

2. Paragraph B. Exclusions of Section II - Liability is amended as follows:

- The following exclusions are added: This Customers' Goods Legal Liability Coverage does not apply to:
  - Liability arising out of your "sale and disposal operations".
  - "Property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
  - Liability arising out of intentional "property damage" or dishonest or criminal acts by you, your "employees" or any other person to whom you may entrust such property.
  - Any loss covered under Section I - Property.
- The following is added to Paragraph B.1.f.(1) of Section II - Liability:
  - Which were brought to the location by any of the "customers" of your self-storage operations.
- Exclusion B.1.k.(4) of Section II - Liability does not apply to this Customers' Goods Legal Liability Coverage.

3. The Supplementary Payments provision applicable to the Bodily Injury And Property Damage Liability and Personal And Advertising Injury Liability coverages also applies to this Customers' Goods Legal Liability Coverage.

4. The Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under Paragraph E. Liability And Medical Expenses General Conditions of Section II - Liability applies to this Customers' Goods' Legal Liability Coverage.

5. The following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance of Section II - Liability:

The most we will pay for the sum of all damages because of "property damage" to "customers" goods in any one "occurrence" under the Customers' Goods Legal Liability Coverage is \$50,000 unless a higher amount is shown in the Declarations. This limit applies separately to

E. Lock-out Or Sale, Removal And Disposal Liability Coverage

- The following are added to Paragraph A. Coverages of Section II - Liability:
  - We will pay those sums that the insured becomes legally obligated to pay as damages because of acts or omissions arising out of a "lock-out" or the sale, removal or disposal of "customers" property in the course of "sale and disposal operations". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for acts or omissions to which this Lock-out Or Sale, Removal And Disposal Liability Coverage does not apply. We may, at our discretion, investigate the circumstances of any act or omission and settle any claim or "suit" that may result. But:
    - The amount we will pay for damages is limited as described in Paragraph 4.; and
    - Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Lock-out Or Sale, Removal And Disposal Liability Coverage.

No other obligation or liability to pay sums or performs acts or services is covered unless explicitly provided for under the Supplementary Payments provision.

- This Lock-out Or Sale, Removal And Disposal Liability Coverage applies only to an act or omission which takes place in the "coverage territory" and during the policy period.

2. Paragraph B. Exclusions of Section II - Liability is amended as follows:

The following exclusions are added:

This Lock-out Or Sale, Removal And Disposal Liability Coverage does not apply to:

- Liability for damages which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

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- b. Liability arising out of dishonest or criminal acts by you, your "employees" or any other person to whom you may entrust such property.
- 3. The Supplementary Payments provision applicable to the Bodily Injury And Property Damage Liability and Personal And Advertising Injury Liability coverages also applies to this Lock-out Or Sale, Removal And Disposal Liability Coverage.
- 4. The following is added to Paragraph D. **Liability And Medical Expenses Limits Of Insurance of Section II - Liability:**

The most we will pay for all damages arising out of a single act or omission arising or a series of related acts or omissions limit arising out of a "lock-out" and sale, removal or disposal of "customers" property in the course of "sale and disposal operations" under Lock-out Or Sale, Removal And Disposal Liability Coverage is shown in the Declarations. The most we will pay for the sum of all damages because of all acts or omissions arising out of all "lock-outs" and all sale, removal or disposal of "customers" property in the course of "sale and disposal operations" under the Lock-out Or Sale, Removal And Disposal Liability Coverage is the aggregate limit of liability shown in the Declarations. The aggregate limit of liability applies separately to each consecutive annual period and to any remaining period of less than 12 months starting with the beginning of the policy period shown in the Declarations. This limit applies separately to each premises described in the Declarations.
- F. the following condition replaces the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition** under Paragraph E. **Liability And Medical Expenses General Conditions of Section II - Liability** for the Lock-out Or Sale, Removal And Disposal Liability Coverage:
 

**Duties In The Event Of Claim Or Suit As A Result Of A Lock-out Or Sale, Removal Or Disposal Of Customers' Property**

  1. You must see to it that we are notified as soon as possible of a "lock-out" or sale, removal or disposal of "customers" property which may result in a claim. To the extent possible, notice should include how, when and where the "lock-out" or sale, removal or disposal of "customers" property took place.
  2. If a claim is made or "suit" is brought against any insured as a result of a "lock-out" or sale, removal or disposal of "customers" property, you must:
    - a. Immediately record the specifics of the claim or "suit" and the date received; and
    - b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- 3. You and any other involved insured must:
  - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - b. Authorize us to obtain records and other information;
  - c. Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and
  - d. Assist us, upon request, in the enforcement of any right against any person or organization which may be liable to the insured because of an action to which this insurance may apply.
- 4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
- G. The following is added to definition 17. "property damage" in **Section II - Liability:**
  - c. As respects to Self-Storage Facilities, coverage does not apply to "property damage" to property of others that is entrusted to you for safekeeping or on premises owned by or rented to you.
- H. For coverage provided under this endorsement, the following definitions are added to **Section I - Property and Section II - Liability:**
  1. "Customer" means any person or organization which is renting, leasing or otherwise is occupying space with your permission at your self-storage facility.
  2. "Lock-out" means denying a "customer" access to the "customer's" property or the occupancy of the space the "customer" is renting, leasing or otherwise occupying.
  3. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property specifically excluded under this policy.
  4. "Sale and disposal operations" means all activities you conduct to reclaim rented storage space when "customers" accounts are delinquent or unpaid.

## BUSINESSOWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BUSINESSOWNERS EXPANDED LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM****SECTION II - LIABILITY**

Under **SECTION II - LIABILITY, A. Coverages, 1. Business Liability, f. Coverage Extension - Supplementary Payments** is amended as follows:

Item **(1)(b)** is deleted and replaced with the following:

Up to \$750 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

The following coverages are added to **A. Coverages:**

**3. Voluntary Property Damage****a. Insuring Agreement**

We will pay, at your request, for "property damage" to property of others caused by you, or while in your possession, arising out of your business operations.

**b. Limits of Insurance**

The most we will pay under Voluntary Property Damage for "loss" arising out of any one "occurrence" is \$250. The most we will pay for the sum of all "losses" under this coverage is \$1,000.

**c. Deductible**

We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds \$250. We will then pay the amount of "loss" in excess of \$250, up to the applicable Limit of Insurance for this coverage as listed in Paragraph **b.** above.

**d. Exclusions**

The following additional exclusions apply to the insurance coverage provided under Voluntary Property Damage:

- (1) "Loss" of property at premises owned, rented, leased, operated or used by you.
- (2) "Loss" of property while in transit;

(3) "Loss" of property owned by, rented to, leased to, borrowed by or used by you;

(4) The cost of repairing or replacing:

- (a) "Your work" defectively or incorrectly done by you; or
- (b) "Your product" manufactured, sold or supplied by you;

unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.

(5) "Loss" of property caused by or arising out of the "products-completed operations hazard."

**e. Actual Cost**

In the event of covered "loss", you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

**f. Definition**

For coverages provided under Voluntary Property Damage the following definitions are added to Paragraph F. Liability and Medical Expenses Definitions of Section II LIABILITY.

"Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

**4. Care, Custody or Control****a. Insuring Agreement.**

We will pay those sums the insured becomes legally obligated to pay as damages because of "property damage" to:

- (1) Property of others that is loaned to you;
- (2) Property of others while in your care, custody or control or property as to which you are exercising physical control if the "property damage" arises out of your business operation.

**b. Limits of Insurance**

The most we will pay under Care, Custody or Control for "property damage" is \$1,000 for each "occurrence". The most we will pay for the sum of all damages because of "property damage" under this coverage is \$5,000.

**c. Deductible**

We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. We will then pay the amount of "property damage" in excess of \$250, up to the applicable Limit of Insurance for this coverage as listed in Paragraph b. above.

**d. Exclusions**

The following additional exclusions apply to the insurance coverage provided under Care, Custody or Control:

- (1) "Property damage" to property at any premises owned, rented, leased, operated or used by you;
- (2) "Property damage" to property while in transit;
- (3) The cost of repairing or replacing:
  - (a) "Your work" defectively or incorrectly done by you; or
  - (b) "Your product" manufactured, sold or supplied by you; unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.
- (4) "Property damage" to property caused by or arising out of the "products-completed operations hazard."

**e. Actual Cost**

In the event of covered "property damage", you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

**5. Water Damage Legal Liability****a. Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "prop-

erty damage" arising out of water damage to premises that are both rented to and occupied by you.

**b. Limits of Insurance**

The most we will pay under Water Damage Legal Liability for all "property damage" arising out of any one "occurrence" is \$25,000.

**c. Exclusions**

The following additional exclusions apply to the insurance coverage provided under Water Damage Legal Liability:

- (1) "Property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- (2) "Property damage" caused by or resulting from any of the following:
  - (a) Wear and tear;
  - (b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
  - (c) Smog or smoke;
  - (d) Settling, cracking, shrinking or expansion;
  - (e) Insects, birds, rodents or other animals; or
  - (f) Mechanical breakdown, including rupture or bursting caused by centrifugal force.
- (3) "Property damage" caused directly or indirectly by any of the following:
  - (a) Any earth movement, such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting;
  - (b) Volcanic eruption, explosion or effusion;
  - (c) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
  - (d) Mudslide or mudflow;

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- (e) Water that backs up from a sewer or drain; or
- (f) Water under the ground surface pressing on or flowing or seeping through:
  - (i) Foundations, walls, floors or paved surfaces;
  - (ii) Basements, whether paved or not, or
  - (iii) Doors, windows or other openings.
- (4) "Property damage" caused by or resulting from any of the following:
  - (a) Water that leaks or flows from any plumbing, heating, air conditioning or fire protection system caused by or resulting from freezing, unless:
    - (i) You make a reasonable effort to maintain heat in the building or structure; or
    - (ii) You drain the equipment and shut off the water supply if the heat is not maintained.
  - (5) "Property damage" to
    - (a) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
    - (b) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not.

The following are added to SECTION II - LIABILITY, C. Who Is An Insured

3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company and over which you maintain ownership or majority interest, will qualify as an insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Paragraph A.1. Business Liability does not apply to:

- (1) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named insured in the Declarations.

4. For Business Liability only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership or member in your limited liability company insured in this policy, and only with respect to liability arising out of the ownership maintenance or use of that part of the premises leased to you. However, this insurance does not apply:
  - a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
  - b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.
  - c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for a state or a municipality; or
  - d. "Bodily injury" or "property damage" included within the "products-completed" operations hazard.

5. Any person or organization with respect to their liability as a concessionaire trading under your name with your permission.

When you have agreed in writing in a contract or agreement that such person(s) or organization(s) be named as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to their liability as required in the contract or agreement.

The coverage afforded to the Additional insured is solely limited to liability specifically resulting from the conduct of the Named Insured, which may be imputed to the Additional insured.

A person's or organization's status as an Additional Insured under this endorsement ends when their contract or agreement with you ends.

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This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed" operations hazard.

The following is added to paragraph b. of SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance,

4. Aggregate Limits

This limitation applies separately to each "location" owned by or rented to you. "Location" means premises involving the same or connecting lots or whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Items e. and f. are added to E. Liability And Medical Expenses General Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit as follows:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership; or
  - (3) An "executive officer" or insurance manager, if you are a corporation.
  - (4) A manager, if you are a limited liability company.
- f. The requirement in Condition 2. b. will not be breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership, or
- (3) An "executive officer" or insurance manager, if you are a corporation.
- (4) A manager, if you are a limited liability company.

The following is added to E. Liability And Medical Expenses General Conditions:

5. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.
- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

## BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FINE ARTS COVERAGE

This endorsement modifies insurance provided under the following:

## BUSINESSOWNERS COVERAGE FORM

ITEM	LIMIT OF INSURANCE
<input type="checkbox"/> Coverage for Breakage provided	
Deductible amount is \$500 unless otherwise stated:	
(If no entry appears above, the information required to complete this endorsement will be found in the Declarations as applicable to this endorsement)	

A. The following is added to Paragraph A.5. Additional Coverages under Section I - Property:

1. We will pay for direct loss of or damage to Fine Arts, whether owned by:
  - a. You; or
  - b. Others, and in your care, custody or control.
2. Fine arts includes, but is not limited to, antiques, paintings, etchings, drawings, tapestries, sculptures and fragile property such as porcelains, china and marble.
3. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property. The amount payable under this Additional Coverage is additional insurance over the insurance available for Business Personal Property.

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance specified in the Declarations.

4. The value of fine arts will be the least of the following amounts:
  - a. The actual cash value of that property at the time of loss;
  - b. The cost of reasonably restoring that property to its condition immediately before loss; or
- c. The cost of replacing that property with substantially identical property.

5. In the event of loss, the value of property will be determined as of the time of loss.

B. The following is added to Paragraph B. Exclusions under Section I - Property:

We will not pay for a loss caused by or resulting from breakage, bric-a-brac, porcelains, and similar fragile articles, unless caused by fire, lightning, aircraft, theft and/or attempted theft, cyclone, tornado, windstorm, earthquake, flood, explosion, malicious damage or collision, derailment or overturn of conveyance unless coverage for Breakage is indicated by an X in the Declarations.

C. The following are added to Paragraph E. Property Loss Conditions under Section I - Property:

9. In case of loss to any part of a pair or set we will:
  - a. Repair or replace any part to restore the pair or set to its value before the loss; or
  - b. Pay the difference between the value of the pair or set before and after the loss.
10. You must arrange for fine arts to be packed and unpacked by competent packers.

## BUSINESSOWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EQUIPMENT BREAKDOWN COVERAGE  
(INCLUDING ELECTRONIC CIRCUITRY IMPAIRMENT)**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**A. The following is added to Paragraph A.3. Covered Causes of Loss in Section I - Property:**

**Additional Coverage - Equipment Breakdown**

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as described and limited below. Without an "accident" or "electronic circuitry impairment", there is no Equipment Breakdown Coverage.

1. We will pay for direct physical damage to Covered Property that is the direct result of an "accident" or "electronic circuitry impairment". We will consider "electronic circuitry impairment" to be physical damage to "covered equipment".
2. Unless otherwise shown in a "schedule", the following coverages also apply to the direct result of an "accident" or "electronic circuitry impairment". However, with respect to coverage 2.i. Service Interruption below and any Dependent Properties coverage provided by this policy, coverage will apply only to the direct result of an "accident" and will not apply to the direct result of an "electronic circuitry impairment". These coverages do not provide additional amounts of insurance.

**a. Business Income and Extra Expense**

- (1) Any insurance provided under the policy for Business Income or Extra Expense is extended to the coverage provided by this endorsement. However, if a deductible is shown in a "schedule", then with respect to this endorsement only, the "period of restoration" will begin immediately after the "accident" or "electronic circuitry impairment", and the deductible shown in the "schedule" will apply.
- (2) The most we will pay for loss or expense under this coverage is the applicable limit for Business Income and Extra Expense, un-

less otherwise shown in a "schedule".

**b. Data Restoration**

- (1) We will pay for your reasonable and necessary cost to research, replace and restore lost "data".
- (2) The most we will pay for loss or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur is \$25,000 unless otherwise shown in a "schedule".

**c. Expediting Expenses**

- (1) With respect to your damaged Covered Property, we will pay the reasonable extra cost to:
  - (a) Make temporary repairs; and
  - (b) Expedite permanent repairs or permanent replacement.
- (2) The most we will pay for loss or expense under this coverage is \$25,000 unless otherwise shown in a "schedule".

**d. "Fungi", Wet Rot or Dry Rot**

- (1) We will pay your additional cost to repair or replace Covered Property because of contamination by "fungi", wet rot or dry rot. This includes the additional costs to clean up or dispose of such property. This does not include spoilage of personal property that is "perishable goods" to the extent that spoilage is covered under Spoilage coverage.
- (2) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "fungi", wet rot or dry rot been involved.

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- (3) We will also pay the cost of testing performed after repair or replacement of the damaged Covered Property is completed only to the extent that there is reason to believe there is the presence of "fungi", wet rot or dry rot.
- (4) This coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.
- (5) The most we will pay in any "one equipment breakdown" for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$15,000 even if the "fungi", wet rot or dry rot continues to be present or active or recurs in a later policy period.

**e. Hazardous Substances**

- (1) We will pay your additional cost to repair or replace Covered Property because of contamination by a "hazardous substance". This includes the additional expenses to clean up or dispose of such property.
- (2) This does not include contamination of "perishable goods" by refrigerant, including but not limited to ammonia, which is addressed in 2.j.(1)(b) below. As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.
- (3) The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur is \$25,000 unless otherwise shown in a "schedule".

**f. Off Premises Equipment Breakdown**

- (1) We will pay for physical damage to transportable "covered equipment" that, at the time of the "accident" or "electronic circuitry impairment", is not at a covered location. As respects this Off Premises Equipment Breakdown coverage only, the

"accident" or "electronic circuitry impairment" may occur in any country except one in which the United States has imposed sanctions, embargoes or similar restrictions on the provision of insurance.

- (2) We will also pay for your reasonable and necessary cost to research, replace and restore lost "data" contained within "covered equipment" as described under (1) above. This amount may not exceed the limit applicable to Data Restoration coverage.
- (3) The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur and Data Restoration as described in (2) above is the limit for Property Off-premises coverage shown in your policy.

**g. Public Relations**

- (1) This coverage only applies if you have sustained an actual loss of Business Income covered under this endorsement.
- (2) We will pay for your reasonable costs for professional services to create and disseminate communications, when the need for such communications arises directly from the interruption of your business. This communication must be directed to one or more of the following:
  - (a) The media;
  - (b) The public; or
  - (c) Your customers, clients or members.
- (3) Such costs must be incurred during the "period of restoration" or up to 30 days after the "period of restoration" has ended.
- (4) The most we will pay for loss or expense under this coverage is \$5,000.

**h. Resultant Damage to Animals**

- (1) Any insurance provided under the policy for "animals" is extended to the coverage provided by this endorsement.

(2) The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur is \$25,000.

i. **Service Interruption**

(1) Any insurance provided for Business Income, Extra Expense, Data Restoration or Spoilage is extended to apply to your loss, damage or expense caused by a failure or disruption of service. The failure or disruption of service must be caused by an "accident" to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord's utility or other supplier who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, Internet access, telecommunications services, "cloud computing services", wide area networks or data transmission. The equipment must meet the definition of "covered equipment" except that it is not Covered Property.

(2) "Cloud computing services" must be provided by a professional provider with whom you have a contract.

(3) With respect to the Data Restoration portion of this Service Interruption coverage, coverage will also apply to "data" stored in the equipment of a provider of "cloud computing services".

(4) Unless otherwise shown in a "schedule", Service Interruption coverage will not apply unless the failure or disruption of service exceeds 24 hours immediately following the "accident". If the interruption exceeds 24 hours, coverage will begin at the time of the disruption, and the applicable deductible will apply.

(5) The most we will pay in any "one equipment breakdown" for loss, damage or expense under this coverage is the applicable limit for Business Income, Extra Expense, Data Restoration or Spoilage, except that if a limit is

shown in a "schedule" for Service Interruption, that limit will apply to Business Income and Extra Expense loss under this coverage.

j. **Spoilage**

(1) We will pay for:

- Physical damage to "perishable goods" due to spoilage;
- Physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia;
- Any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(2) If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "accident" or "electronic circuitry impairment", less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Loss Payment condition.

(3) The most we will pay for loss, damage or expense under this coverage is \$25,000 unless otherwise shown in a "schedule".

B. The following is added to Paragraph B. Exclusions:

All exclusions in the Businessowners Coverage Form apply except as modified below and to the extent that coverage is specifically provided by this endorsement.

1. The following exclusions are modified:

a. As respects this endorsement only, the next to the last paragraph in **Exclusion B.1.h.** is deleted and replaced with the following:

However, if excluded loss or damage, as described in Paragraph (1) above results in an "accident" or "electronic circuitry impairment", we will pay only for the loss, damage or expense caused by such "accident" or "electronic circuitry impairment".

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b. As respects this endorsement only, the last paragraph of **Exclusion B.2.l.** is deleted and replaced with the following:

But if an excluded cause of loss that is listed in 2.l.(1) through (7) results in an "accident" or "electronic circuitry impairment", we will pay for the loss, damage or expense caused by that "accident" or "electronic circuitry impairment".

c. The following is added to Exclusions **B.2.m.** and **B.2.n.**:

We will also pay for direct physical loss or damage caused by an "accident" or "electronic circuitry impairment".

2. The following exclusions are added:

a. We will not pay for loss, damage or expense caused directly or indirectly by any of the following, whether or not caused by or resulting from an "accident" or "electronic circuitry impairment":

- (1) Fire, including smoke from a fire;
- (2) Explosion of gas or unconsumed fuel within the furnace of any boiler or fired vessel or within the passages from that furnace to the atmosphere;
- (3) Any other explosion, except as specifically covered under this endorsement;
- (4) Any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, earth sinking, tsunami or volcanic action;
- (5) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; mudslide or mudflow; or water that backs up or overflows from a sewer, drain or sump. However, if electrical "covered equipment" requires drying out because of the above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies; or
- (6) Vandalism.

b. Coverage under this endorsement does not apply to an "accident" or

"electronic circuitry impairment" caused by or resulting from:

- (1) Lightning;
- (2) Windstorm or hail. However this exclusion does not apply when:
  - (a) "Covered equipment" located within a building or structure suffers an "accident" or "electronic circuitry impairment" that results from windblown rain, snow, sand or dust; and
  - (b) The building or structure did not first sustain wind or hail damage to its roof or walls through which the rain, snow, sand or dust entered.
- (3) Smoke; aircraft or vehicles; riot or civil commotion; sprinkler leakage; elevator collision;
- (4) Breakage of glass; falling objects; weight of snow, ice or sleet; freezing (caused by cold weather); collapse or molten material;
- (5) A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment; or
- (6) Water or other means used to extinguish a fire.

c. With respect to Business Income, Extra Expense and Service Interruption coverages, we will also not pay for any increase in loss resulting from an agreement between you and your customer or supplier.

d. Except as specifically provided under **A.2.d.** "Fungi", Wet Rot or Dry Rot coverage, we will not pay for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an "accident" or "electronic circuitry impairment": Any "fungi", wet rot or dry rot, including any presence, growth, proliferation, spread or any activity of "fungi", wet rot or dry rot. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such "fungi", wet rot or dry rot. However, this exclusion does not apply to spoilage of personal property that is "perishable goods", to the extent that such spoilage is covered under Spoilage coverage.

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- e. Except as specifically provided under A.2.b., Data Restoration, or A.2.h., Resultant Damage to Animals, we will not pay for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an "accident" or "electronic circuitry impairment":
  - (1) Physical loss or damage to "animals";
  - (2) Loss, interruption or compromise of any research, test or study involving "animals"; or
  - (3) Loss of income or extra expense resulting from (1) or (2) above.
- f. Exclusions 2.b.(1), 2.b.(2), 2.b.(3) and 2.b.(4) above shall not apply if:
  - (1) The excluded cause of loss occurs away from any covered location and causes an electrical surge or other electrical disturbance;
  - (2) Such surge or disturbance is transmitted through utility service transmission lines to the covered location and results in an "accident" or "electronic circuitry impairment"; and
  - (3) The loss, damage or expense caused by such surge or disturbance is not covered elsewhere under the policy.

**C. DEDUCTIBLES**

The deductible in the Declarations applies unless a separate Equipment Breakdown deductible is shown in a "schedule". If a separate Equipment Breakdown deductible is shown, the following applies.

Only as regards Equipment Breakdown Coverage, provision D. Deductibles is deleted and replaced with the following:

1. Deductibles for Each Coverage
  - a. Unless the "schedule" indicates that your deductible is combined for all coverages, multiple deductibles may apply to any "one equipment breakdown".
  - b. We will not pay for loss, damage or expense under any coverage until the amount of the covered loss, damage or expense exceeds the deductible amount indicated for that coverage in the "schedule". We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.

- c. If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one equipment breakdown", only the highest deductible for each coverage will apply.

**2. Direct and Indirect Coverages**

- a. Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the "schedule".
- b. Unless more specifically indicated in the "schedule":
  - (1) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss; and
  - (2) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this endorsement.

**3. Application of Deductibles****a. Dollar Deductibles**

We will not pay for loss, damage or expense resulting from any "one equipment breakdown" until the amount of loss, damage or expense exceeds the applicable deductible shown in the "schedule". We will then pay the amount of loss, damage or expense in excess of the applicable deductible or deductibles, up to the applicable Limit of Insurance.

**b. Time Deductible**

If a time deductible is shown in the "schedule", we will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident" or "electronic circuitry impairment". If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

**c. Multiple of Average Daily Value (ADV)**

If a deductible is expressed as a number times ADV, that amount will be calculated as follows:

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The ADV (Average Daily Value) will be the Business Income (as defined in any Business Income coverage that is part of this policy) that would have been earned during the period of interruption of business had no "accident" or "electronic circuitry impairment" occurred, divided by the number of working days in that period. No reduction shall be made for the Business Income not being earned, or in the number of working days, because of the "accident" or "electronic circuitry impairment" or any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to the Business Income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the "period of restoration". The number indicated in the "schedule" will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

**d. Percentage of Loss Deductibles**

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

## D CONDITIONS

**1. The following conditions are in addition to the **Conditions** in the Businessowners Coverage Form.**

**a. Suspension**

Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" or "electronic circuitry impairment" to that "covered equipment". This can be done by mailing or delivering a written notice of suspension to:

(1) Your last known address; or

(2) The address where the "covered equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "covered equipment". If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment" for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

**b. Jurisdictional Inspections**

If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

**2. As respects this endorsement only, **Loss Payment Condition 5.d.** in the Businessowners Coverage Form is deleted and replaced with the following:**

**d. We will determine the value of Covered Property as follows:**

(1) Except as specified otherwise, our payment for damaged Covered Property will be the smallest of:

(a) The cost to repair the damaged property;

(b) The cost to replace the damaged property on the same site; or

(c) The amount you actually spend that is necessary to repair or replace the damaged property.

(2) The amount of our payment will be based on the most cost-effective means to replace the function, capacity and remaining useful life of the damaged property. This may include the use of generic, used or reconditioned parts, equipment or property.

(3) Except as described in (4) below, you must pay the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.

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## (4) Environmental, Safety and Efficiency Improvements

If "covered equipment" requires replacement due to an "accident" or "electronic circuitry impairment", we will pay your additional cost to replace with equipment that is better for the environment, safer for people or more energy or water efficient than the equipment being replaced. However, we will not pay to increase the size or capacity of the equipment and we will not pay more than 150% of what the cost would have been to replace with like kind and quality. This provision does not apply to the replacement of component parts or to any property to which Actual Cash Value applies and does not increase any of the applicable limits.

## (5) The following property will be valued on an Actual Cash Value basis:

- (a) Any property that does not currently serve a useful or necessary function for you;
- (b) Any Covered Property that you do not repair or replace within 24 months after the date of the "accident" or "electronic circuitry impairment"; and
- (c) Any Covered Property for which Actual Cash Value coverage is specified in a "schedule".

Actual Cash Value includes deductions for depreciation.

## (6) If any one of the following conditions is met, property held for sale by you will be valued at the sales price as if no loss or damage had occurred, less any discounts and expenses that otherwise would have applied:

- (a) The property was manufactured by you;
- (b) The sales price of the property is less than the replacement cost of the property; or
- (c) You are unable to replace the property before its anticipated sale.

## (7) Except as specifically provided for under Data Restoration coverage, "data" and "media" will be valued on the following basis:

- (a) For mass-produced and commercially available software, at the replacement cost.
- (b) For all other "data" and "media", at the cost of blank "media" for reproducing the records. We will not pay for "data" representing financial records based on the face value of such records.

## E. DEFINITIONS

The following definitions are added with respect to this endorsement only:

## 1. "Accident"

a. "Accident" means a fortuitous event that causes direct physical damage to "covered equipment". The event must be one of the following:

- (1) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- (2) Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
- (4) Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
- (5) Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

b. None of the following is an "accident":

- (1) Defect, programming error, programming limitation, computer virus, malicious code, loss of "data", loss of access, loss of use, loss of functionality or other condition within or involving "data" or "media" of any kind; or

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(2) Misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.

However, if an "accident" results, we will pay for the resulting loss, damage or expense caused by that "accident".

2. "Animal" means any creature of the kingdom Animalia. This includes, but is not limited to, amphibians, birds, fish, insects, mammals, reptiles, and worms.

3. "Boilers and vessels" means:

- a. Any boiler, including attached steam, condensate and feed water piping; and
- b. Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.

This term does not appear elsewhere in this endorsement, but may appear in a "schedule".

4. "Cloud computing services" means professional, on-demand, self-service data storage or data processing services provided through the Internet or over telecommunications lines. This includes services known as IaaS (infrastructure as a service), PaaS (platform as a service), SaaS (software as a service) and NaaS (network as a service). This includes business models known as public clouds, community clouds and hybrid clouds. "Cloud computing services" include private clouds if such services are owned and operated by a third party.

5. "Covered equipment"

- a. "Covered equipment" means, unless otherwise specified in a "schedule", Covered Property:

- (1) That generates, transmits or utilizes energy; or
- (2) Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

"Covered equipment" may utilize conventional design and technology or new or newly commercialized design and technology.

- b. None of the following is "covered equipment":

- (1) Structure, foundation, cabinet or compartment;

(2) Insulating or refractory material;

(3) Sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire suppression system;

(4) Water piping other than boiler feed water piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;

(5) "Vehicle" or any equipment mounted on a "vehicle";

(6) Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;

(7) Dragline, excavation or construction equipment; or

(8) Equipment manufactured by you for sale.

6. "Data" means information or instructions stored in digital code capable of being processed by machinery.

7. "Electronic circuitry" means microelectronic components, including but not limited to circuit boards, integrated circuits, computer chips and disk drives.

8. "Electronic circuitry impairment"

- a. "Electronic circuitry impairment" means a fortuitous event involving "electronic circuitry" within "covered equipment" that causes the "covered equipment" to suddenly lose its ability to function as it had been functioning immediately before such event. This definition is subject to the conditions specified in b., c. and d. below.

- b. We shall determine that the reasonable and appropriate remedy to restore such "covered equipment's" ability to function is the replacement of one or more "electronic circuitry" components of the "covered equipment".

- c. The "covered equipment" must be owned or leased by you, or operated under your control.

- d. None of the following is an "electronic circuitry impairment":

- (1) Any condition that can be reasonably remedied by:

- (a) Normal maintenance, including but not limited to replacing expendable parts, recharging batteries or cleaning;

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- (b) Rebooting, reloading or updating software or firmware; or
- (c) Providing necessary power or supply.

(2) Any condition caused by or related to:

- (a) Incompatibility of the "covered equipment" with any software or equipment installed, introduced or networked within the prior 30 days; or
- (b) Insufficient size, capability or capacity of the "covered equipment".

(3) Exposure to adverse environmental conditions, including but not limited to change in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty shall not be considered an observable loss of functionality.

9. "Hazardous substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.

10. "Media" means material on which "data" is recorded, such as solid state drives, hard disks, optical disks, flash drives, magnetic tapes or floppy disks.

11. "One equipment breakdown" means: If an initial "accident" or "electronic circuitry impairment" causes other "accidents" or "electronic circuitry impairments", all will be considered "one equipment breakdown". All "accidents" or "electronic circuitry impairments" that are the result of the same "accident" or "elec-

tronic circuitry impairment" will be considered "one equipment breakdown".

12. "Perishable goods" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.

13. "Production machinery" means any machine or apparatus that processes or produces a product intended for eventual sale. This includes all component parts of such machine or apparatus and any other equipment used exclusively with such machine or apparatus. However, "production machinery" does not mean any boiler, or fired or unfired pressure vessel.

This term does not appear elsewhere in this endorsement, but may appear in a "schedule".

14. "Schedule" means the Equipment Breakdown Coverage Schedule.

15. "Vehicle" means any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to: car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester.

However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle".

The most we will pay for loss, damage or expense under this endorsement arising from any "one equipment breakdown" is the applicable Limit of Insurance in the Declarations unless otherwise shown in a "schedule". Coverage provided under this endorsement does not provide an additional amount of insurance.

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BUSINESSOWNERS

## BUSINESSOWNERS COVERAGE FORM EQUIPMENT BREAKDOWN COVERAGE SCHEDULE

Equipment Breakdown is subject to the Limits of Insurance shown in the Commercial Businessowners Policy Declarations except as specifically shown below.

These coverages apply to all locations covered on the policy, unless otherwise specified.

Coverages	Limits
Equipment Breakdown Limit	
Business Income	
Extra Expense	

The Limits for the following Coverages are included in the Equipment Breakdown Coverage (Including Electronic Circuitry Impairment) endorsement for \$25,000 each unless otherwise specified on the schedule below.

- Data Restoration
- Expediting Expenses
- Hazardous Substances
- Spoilage

The Service Interruption Limit will follow the Business Income, Extra Expense, Data Restoration or Spoilage Limit with a 24 hour waiting period except if a Service Interruption Limit is shown below, that limit will apply to Business Income and Extra Expense.

- Service Interruption

Deductibles
Combined, All Coverages
Direct Coverages
Indirect Coverages
Spoilage

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### Other Conditions

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BUSINESSOWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - INTERCOMPANY PRODUCTS SUITS**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard."

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BUSINESSOWNERS LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSIONS - ASBESTOS**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

**Under Section II - Liability:**

The following exclusion is added to Paragraph B., Exclusions in the Businessowners Coverage Form:

**This insurance does not apply to "bodily injury", "personal and advertising injury" or "property damage" arising out of:**

1. Inhaling, ingesting, or physical exposure to goods or products containing asbestos; or
2. The use of asbestos in constructing or manufacturing any goods, product or structure; or
3. The removal, repair, encapsulation, enclosure, abatement or maintenance of asbestos in or from any goods, product or structure; or
4. The manufacture, sale, distribution, transportation, storage or disposal of asbestos or goods or products containing asbestos.

**This insurance does not apply to payment for the investigation or defense or any claim, injury, loss, fine, penalty or lawsuit related to any of the foregoing items 1 thru 4. Nor do we have a duty to investigate or defend any such claim, injury, loss or lawsuit.**

**This insurance also does not apply to any loss, cost or expense incurred in complying with any federal, state or local provision of law regarding the inspection, monitoring, or control of asbestos in any goods, products or structures.**

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BUSINESS OWNERS LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROFESSIONAL LIABILITY EXCLUSION - COMPUTER  
AND ELECTRONIC DATA PROCESSING SERVICES,  
COMPUTER CONSULTING OR PROGRAMMING SERVICES  
AND WEB-SITE DESIGNERS.**

This endorsement modifies insurance provided under the following:

**BUSINESS OWNERS COVERAGE FORM**

The following exclusion is added to Paragraph B.  
**Exclusions in Section II - Liability:**

**B. Exclusions**

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" arising out of any act, error or omission with respect to data processing services rendered by, or that should have been rendered by:
  - a. The insured; or
  - b. Any person or organization:
    - i. For whose acts, errors or omissions the insured is legally responsible; or
    - ii. From whom the insured assumed liability by reason of a contract or agreement.
2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, electronic data processing, computer consulting or computer programming services, advice or instruction by:
  - a. The insured; or
  - b. Any person or organization:
    - i. For whose acts, errors or omissions the insured is legally responsible; or
    - ii. From whom the insured assumed liability by reason of a contract or agreement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - LEAD**

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS COVERAGE FORM  
FARM LIABILITY COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
FARM OWNERS-RANCH OWNERS POLICY PERSONAL LIABILITY FORM  
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE COVERAGE PART  
FARMER'S COMPREHENSIVE PERSONAL INSURANCE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

This insurance does not apply to:

- (1) "Bodily injury", "property damage", "personal injury" or "personal and advertising injury" arising out of lead poisoning, lead contamination or exposure to lead.
- (2) Any loss, cost or expense arising out of any:
  - a. Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
  - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

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IL 70 13 12 06

**BUSINESSOWNERS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **REMOVAL OF INSURANCE-TO-VALUE PROVISION**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM**

Paragraph E.5.d. **Loss Payment** **Property Loss Condition** in Section I - **Property** is amended as follows:

**A. Paragraph d.(1)(a)** is replaced by the following:

- (1) At replacement cost without deduction for depreciation, subject to the following:
  - (a) We will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:
    - (i) The Limit of Insurance under Section I - Property that applies to the lost or damaged property;
    - (ii) The cost to replace, on the same premises, the

lost or damaged property with other property:

- i. Of comparable material and quality; and
- ii. Used for the same purpose; or
- (iii) The amount that you actually spend that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.

**B. Paragraph d.(1)(b)** does not apply.

**BUSINESSOWNERS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SCHEDULED PROPERTY COVERAGE**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

<b>COVERED PROPERTY AND LIMITS OF INSURANCE</b>	
<b>ITEM</b>	<b>LIMIT OF INSURANCE</b>
Deductible amount is \$500 unless otherwise stated:	

A. The following is added to Paragraph A.5. Additional Coverages under Section I - Property:

**1. COVERAGE**

We will pay for loss to Covered Property from any of the Covered Causes of Loss. Covered Property, as used in this Coverage Form, means:

a. The items described in the Scheduled Property coverage Schedule, which is:

- (1) Your property; or
- (2) Property of others which is in your care, custody or control.

**2. COINSURANCE**

All covered Property must be insured for 100% of its total value as of the time of loss or you will incur a penalty.

The penalty is that we will pay only the proportion of any loss that the Limit of Insurance shown in the Declarations for all Covered Property at all locations bears to 100% of the total value of all property at all locations as of the time of loss.

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance specified in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VALUE GUARD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
BUSINESS OWNERS COVERAGE FORM  
AGRICULTURAL OUTPUT PROGRAM

The Limit of Insurance shown in the Declarations for Building(s) may be increased at the beginning of each rating period based upon the change in construction costs for the area in which the building is located.

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## BUSINESS OWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BUSINESS OWNERS EXPANDED PLUS  
PROPERTY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS OWNERS COVERAGE FORM**

**SECTION I - PROPERTY**

**100 Feet Limitation:** The reference to 100 feet is changed to read 1,000 feet in the following paragraphs. A.1.a.(6)(b) Buildings; A.1.b. Business Personal Property; A.5.f.(1)(a) Business Income; A.5.g.(1) Extra Expense; A.6. Coverage Extensions.

Under A. Coverage, 5. Additional Coverages, c. Fire Department Service Charge, the following is added:

No Deductible applies to this Additional Coverage.

Under A. Coverage, 5. Additional Coverages, i. Civil Authority, the reference to 72 hours is amended to 24 hours.

Under A. Coverage, 5. Additional Coverages o. Fire Extinguisher Systems Recharge Expense, the limit under (3) is increased from \$5,000 to \$10,000, and item (4) is added:

(4) No deductible applies to this Additional Coverage.

The following are added to Item 5. Additional Coverages:

**s. Lock Replacement**

We will pay the cost to repair the door locks or tumblers of your described premises due to "theft" of your door keys.

The most we will pay under this Additional Coverage is \$1,000. No deductible applies to this Additional Coverage.

"Theft" means any act of stealing. "Theft" does not mean mysterious or unexplained disappearance of property.

**t. Inventory and Appraisals**

We will pay the cost of any inventory and appraisal that we require when loss or damage occurs to Covered Property.

The most we will pay for such inventory or appraisal is \$10,000.

**u. Reward Payment**

(1) We will reimburse you for rewards paid as follows:

(a) Up to \$5,000 to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss or damage to Covered Property from a Covered Cause of Loss. However, we will pay no more than the lesser of the following amounts:

(i) Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or

(ii) The amount determined by the loss settlement procedure applicable to the Covered Property under the Loss Payment Condition.

(b) Up to \$5,000 to an eligible person for the return of stolen Covered Property, when the loss or damage is caused by theft. However, we will pay no more than the lesser of the following amounts:

(i) Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or

(ii) The amount determined by the loss settlement procedure applicable to the returned Covered Property under the Loss Payment Condition.

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- (2) This Additional Coverage applies subject to the following additional conditions:
  - (a) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property, and who is not:
    - (i) You;
    - (ii) Your employee;
    - (iii) An employee of a law enforcement agency;
    - (iv) An employee of a business engaged in property protection;
    - (v) Any person who had custody of the Covered Property at the time the theft was committed; or
    - (vi) Any person involved in the crime.
  - (b) No reward will be reimbursed unless and until the person(s) committing the crime is(are) convicted or the Covered Property is returned.
  - (c) You must have posted public notice of reward prior to the first person volunteering the necessary information or returning the stolen Covered Property.
- (3) The lesser of the amount of the reward or the amount shown in (1)(a) and (b) above is the most we will reimburse for loss under this Additional Coverage for any one occurrence.

Under A. Coverage 6. Coverage Extensions, a. Newly Acquired Or Constructed Property, (1) Buildings, the limit is increased from \$250,000 to \$500,000 at each building.

Under A. Coverage 6. Coverage Extensions, a. Newly Acquired or Constructed Property, (2) Business Personal Property, the limit is increased from \$100,000 to \$250,000 at each building.

Under A. Coverage 6. Coverage Extensions, a. Newly Acquired or Constructed Property, (3) Period of Coverage, item (b) is amended to read:

180 days expire after you acquire the property or begin construction of that part

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of the building that would qualify as covered property; or

Under A. Coverage 6. Coverage Extensions, b. Personal Property Off-premises, the limit is increased from \$10,000 to the Personal Property Off-premises limit shown in the Declarations. We will not pay more than the Personal Property Off-premises limit of insurance shown in the Declarations in any one loss.

Under A. Coverage 6. Coverage Extensions, d. Personal Effects, the limit of insurance is amended from \$2,500 to \$10,000 at each described premises. However, we will not pay more than \$2,500 to any one person in any one loss.

Under A. Coverage 6. Coverage Extensions, f. Accounts Receivable, the last paragraph under (2) is deleted and replaced by the following:

For accounts receivable not at the described premises, the most we will pay is \$10,000.

Under A. Coverage 6. Coverage Extensions, the following are added:

**g. Personal Property of Others**

You may extend the insurance that applies to Business Personal Property to apply to property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$10,000 at the described premises. However, we will not pay more than \$2,500 to any one person in any one loss. Our payment for loss of or damage to property of others will only be for the account of the owner of the property.

**h. Newly Acquired Locations - Business Income**

(1) You may extend your Business Income Coverage to apply to property at any location you acquire other than fairs or exhibitions.

(2) The most we will pay for loss under this Extension is \$250,000 at each location.

(3) Insurance under this Extension for each newly acquired location will end when any of the following first occurs:

(a) This policy expires;

(b) 180 days expire after you acquire or begin to construct the property; or

(c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

This Extension is additional insurance.

#### i. Credit Card Invoices

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Sums owed you from grantors of credit provided you are unable to collect from them due to direct loss or damage to your credit card invoice records;
- (2) Increased collection costs as a result of such direct loss or damage; or
- (3) Other reasonable expenses that you incur to reestablish your records of credit card invoices following such direct loss or damage; that results from a Covered Cause of Loss to your records of credit card invoices.

This insurance applies to credit card invoices while:

- (1) On premises scheduled in the Declarations of this policy;
- (2) While being conveyed outside the premises; or
- (3) While temporarily at other premises for any reason except storage.

The most we will pay for loss or damage under this Extension is \$1,000 at each described premises.

#### i. Loss of Food In a Refrigerator or Freezer

You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to food stored in a refrigerator or freezer, on the described premises, but only if such loss or damage is caused by or results from:

- (1) Breakdown or Contamination, meaning:
  - (a) Change in temperature or humidity resulting from mechanical breakdown or failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises; and

(b) Contamination by the refrigerant.

- (2) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premise, due to conditions beyond your control.

We will not pay for loss or damage caused by or resulting from:

- (1) The disconnection of any refrigerating, cooling or humidity control system from the source of power;
- (2) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current;
- (3) The inability of any electrical utility company or other power source to provide sufficient power due to:
  - (a) Lack of fuel; or
  - (b) Governmental order; or
- (4) The inability of any power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.

The most we will pay for loss or damage under this Extension is \$5,000 at the described premises.

In E. **Property Loss Conditions**, Paragraph 8.a.(1)(b), the 31% provision of the Vacancy condition is amended to 11%.

Under H. **Property Definitions**, item 9.a.(1)(a) is deleted and replaced by the following:

- (a) 24 hours after the time of direct physical loss or damage for Business Income coverage; or

POLICY NUMBER: BOP 060331V

BUSINESSOWNERS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF LOSS DUE TO BY-PRODUCTS OF PRODUCTION OR PROCESSING OPERATIONS (RENTAL PROPERTIES)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

Premises Number	Building Number	Description Of Rental Unit

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section I - Property** is amended as follows:

- A. The terms of this endorsement apply to the rental unit(s) described in the Schedule, and to the building(s) in which such unit(s) are located, including any contents of such unit(s) and building(s), all of which constitute the described premises for the purpose of this endorsement.
- B. We will not pay for loss or damage to the described premises, caused by or resulting from smoke, vapor, gas or any substance released in the course of production operations or processing operations performed at the rental unit(s) described in the Schedule. This exclusion applies regardless of whether such operations are:
  - 1. Legally permitted or prohibited;
  - 2. Permitted or prohibited under the terms of the lease; or

- 3. Usual to the intended occupancy of the premises.

This exclusion does not apply to loss or damage by fire or explosion that results from the release of a by-product of the production or processing operation.

- C. If the loss or damage described in Paragraph B. of this endorsement results in Business Income loss or Extra Expense, there is no coverage for such loss or expense under the Business Income or Extra Expense Additional Coverages.
- D. The conduct of a tenant's production or processing operations will not be considered to be vandalism of the rental premises regardless of whether such operations are:
  - 1. Legally permitted or prohibited;
  - 2. Permitted or prohibited under the terms of the lease; or
  - 3. Usual to the intended occupancy of the premises.

CYBER SUITE COVERAGE



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**WESTFIELD®****NEW  
CYBER SUITE SUPPLEMENTAL DECLARATIONS**

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY							
NAMED INSURED AND MAILING ADDRESS		AGENCY	45-02114	PROD.	000				
ATM STORAGE LLC 149 PINEY FOREST RD DANVILLE VA 24540		BANKERS INSURANCE LLC 120 CROWN DR DANVILLE VA 24540-5932 TELEPHONE 434-792-8711							
Policy Number: BOP 0 603 31V		WIC Account Number: 4570001203			M				
Policy Period	From 12/04/19 To 12/04/20	at 12:01 A.M. Standard Time at your mailing address shown above.							
<b>DATA COMPROMISE RESPONSE EXPENSES</b>									
Data Compromise Response Expenses Limit		\$50,000 Annual Aggregate							
<b>Sublimits</b>									
1st Party Named Malware		\$50,000							
Forensic IT Review		\$25,000							
Legal Review		\$25,000							
Public Relations		\$10,000							
Regulatory Fines and Penalties		\$25,000							
PCI Fines and Penalties		\$25,000							
Per Occurrence									
Data Compromise Response Expenses Deductible		\$1,000 Per Occurrence							
<b>COMPUTER ATTACK and CYBER EXTORTION</b>									
Computer Attack Limit		\$50,000 Annual Aggregate							
<b>Sublimits</b>									
Loss of Business		\$25,000							
Public Relations		\$10,000							
Cyber Extortion		\$10,000							
Per Occurrence									
Computer Attack and Cyber Extortion Deductible		\$1,000 Per Occurrence							
<b>IDENTITY RECOVERY</b>									
Identity Recovery Limit		\$25,000 Annual Aggregate per "Identity Recovery Insured"							
<b>Sublimits</b>									
Lost Wages and Child and Elder Care Expenses		\$5,000							
Mental Health Counseling		\$1,000							
Miscellaneous Unnamed Costs		\$1,000							
I identity Recovery Deductible									
Not Applicable									
<b>DATA COMPROMISE LIABILITY</b>									
Data Compromise Defense and Liability Limit		\$50,000 Annual Aggregate							
<b>Sublimits</b>									
3rd Party Named Malware		\$50,000 Per Occurrence							
Data Compromise Defense and Liability Deductible		\$1,000 Per Occurrence							
<b>NETWORK SECURITY LIABILITY</b>									
Network Security Defense and Liability Limit		\$50,000 Annual Aggregate							

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**WESTFIELD®****NEW  
CYBER SUITE SUPPLEMENTAL DECLARATIONS**

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY		
NAMED INSURED AND MAILING ADDRESS		AGENCY	45-02114	PROD.
ATM STORAGE LLC 149 PINEY FOREST RD DANVILLE VA 24540		BANKERS INSURANCE LLC 120 CROWN DR DANVILLE VA 24540-5932 TELEPHONE 434-792-8711		
Policy Number: BOP 0 603 31V		WIC Account Number: 4570001203   M		
Policy Period	From 12/04/19 To 12/04/20	at 12:01 A.M. Standard Time at your mailing address shown above.		
Network Security Defense and Liability Deductible \$1,000 Per Occurrence				
<b>ELECTRONIC MEDIA LIABILITY</b> Electronic Media Defense and Liability Limit \$50,000 Annual Aggregate				
Electronic Media Defense and Liability Deductible \$1,000 Per Occurrence				
<b>TOTAL ADVANCE ANNUAL CYBER SUITE PREMIUM \$245</b>				

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**Forms And Endorsements Applicable to this Coverage Part:**  
CY7046 0717\*, CY7045 0717\*, CY7072 0717\*.

## Cyber Suite Coverage Form

Throughout this Coverage Form (hereinafter referred to as "Cyber Coverage"), the words "you" and "your" refer to the Named Insured(s) shown in the Supplemental Declarations of this Cyber Coverage and any other person(s) or organization(s) qualifying as a Named Insured under this Cyber Coverage. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotations have special meaning. Refer to DEFINITIONS.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this Cyber Coverage, unless specifically stated otherwise in an endorsement(s) attached hereto.

### A. COVERAGE

This section lists the coverages that apply if indicated in the Supplemental Declarations.

#### 1. Data Compromise Response Expenses

a. Data Compromise Response Expenses applies only if all of the following conditions are met:

- (1) There has been a "personal data compromise"; and
- (2) Such "personal data compromise" took place in the "coverage territory"; and
- (3) Such "personal data compromise" is first discovered by you during the "policy period"; and
- (4) Such "personal data compromise" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

b. If the conditions listed in a. above have been met, then we will provide coverage for the following expenses when they arise directly from such "personal data compromise" and are necessary and reasonable. Items (4) and (5) below apply only if there has been a notification of the "personal data compromise" to "affected individuals" as covered under item (3) below.

##### (1) Forensic IT Review

We will pay for a professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the "personal data compromise" and the number and identities of the "affected individuals".

This does not include costs to analyze, research or determine any of the following:

- (a) Vulnerabilities in systems, procedures or physical security;
- (b) Compliance with Payment Card Industry or other industry security standards; or
- (c) The nature or extent of loss or damage to data that is not "personally identifying information" or "personally sensitive information".

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

##### (2) Legal Review

We will pay for a professional legal counsel review of the "personal data compromise" and how you should best respond to it.

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

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**(3) Notification to Affected Individuals**

We will pay your necessary and reasonable costs to provide notification of the "personal data compromise" to "affected individuals".

**(4) Services to Affected Individuals**

We will pay your necessary and reasonable costs to provide the following services to "affected individuals". Services (c) and (d) below apply only to "affected individuals" from "personal data compromise" events involving "personally identifying information".

**(a) Informational Materials**

A packet of loss prevention and customer support information.

**(b) Help Line**

A toll-free telephone line for "affected individuals" with questions about the "personal data compromise". Where applicable, the line can also be used to request additional services as listed in (c) and (d) below.

**(c) Credit Report and Monitoring**

A credit report and an electronic service automatically monitoring for activities affecting an individual's credit records. This service is subject to the "affected individual" enrolling for this service with the designated service provider.

**(d) Identity Restoration Case Management**

As respects any "affected individual" who is or appears to be a victim of "identity theft" that may reasonably have arisen from the "personal data compromise", the services of an identity restoration professional who will assist that "affected individual" through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

**(5) Public Relations**

We will pay for a professional public relations firm review of and response to the potential impact of the "personal data compromise" on your business relationships.

This includes necessary and reasonable costs to implement public relations recommendations of such firm. This may include advertising and special promotions designed to retain your relationship with "affected individuals". However, we will not pay for:

**(a) Promotions provided to any of your directors or employees; or**

**(b) Promotion costs exceeding \$25 per "affected individual".**

**(6) Regulatory Fines and Penalties**

We will pay for any fine or penalty imposed by law, to the extent such fine or penalty is legally insurable under the law of the applicable jurisdiction.

**(7) PCI Fines and Penalties**

We will pay for any Payment Card Industry fine or penalty imposed under a contract to which you are a party. PCI Fines and Penalties do not include any increased transaction costs.

**2. Computer Attack and Cyber Extortion**

**a. Computer Attack** applies only if all of the following conditions are met:

**(1) There has been a "computer attack"; and**

**(2) Such "computer attack" occurred in the "coverage territory"; and**

**(3) Such "computer attack" is first discovered by you during the "policy period"; and**

**(4) Such "computer attack" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.**

**b. If the conditions listed in a. above have been met, then we will provide you the following coverages for "loss" directly arising from such "computer attack".**

**(1) Data Restoration**

We will pay your necessary and reasonable "data restoration costs".

**(2) Data Re-creation**

We will pay your necessary and reasonable "data re-creation costs".

**(3) System Restoration**

We will pay your necessary and reasonable "system restoration costs".

**(4) Loss of Business**

We will pay your actual "business income and extra expense loss".

**(5) Public Relations**

If you suffer a covered "business income and extra expense loss", we will pay for the services of a professional public relations firm to assist you in communicating your response to the "computer attack" to the media, the public and your customers, clients or members.

**c. Cyber Extortion applies only if all of the following conditions are met:**

- (1)** There has been a "cyber extortion threat"; and
- (2)** Such "cyber extortion threat" is first made against you during the "policy period"; and
- (3)** Such "cyber extortion threat" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first made against you.

**d. If the conditions listed in c. above have been met, then we will pay for your necessary and reasonable "cyber extortion expenses" arising directly from such "cyber extortion threat". The payment of "cyber extortion expenses" must be approved in advance by us. We will not pay for "cyber extortion expenses" that have not been approved in advance by us. We will not unreasonably withhold our approval.****e. You must make every reasonable effort not to divulge the existence of this Cyber Extortion coverage.****3. Data Compromise Liability****a. Data Compromise Liability applies only if all of the following conditions are met:****(1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of one of the following:**

- (a)** A "claim" brought by or on behalf of one or more "affected individuals"; or
- (b)** A "regulatory proceeding" brought by a governmental entity.

**(2) Such "claim" or "regulatory proceeding" must arise from a "personal data compromise" that:**

- (a)** Took place during the "coverage term";
- (b)** Took place in the "coverage territory"; and
- (c)** Was submitted to us and insured under Data Compromise Response Expenses.

**(3) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.****b. If the conditions listed in a. above have been met, then we will pay on your behalf any covered:**

- (1)** "Loss" directly arising from the "claim"; or
- (2)** "Defense costs" directly arising from a "regulatory proceeding".

**c. All "claims" and "regulatory proceedings" arising from a single "personal data compromise" or interrelated "personal data compromises" will be deemed to have been made at the time that notice of the first of those "claims" or "regulatory proceedings" is received by you.****4. Network Security Liability****a. Network Security Liability applies only if all of the following conditions are met:****(1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of a "claim" which arises from a "network security incident" that:**

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- (a) Took place during the "coverage term"; and
- (b) Took place in the "coverage territory"; and
- (2) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.
- b. If the conditions listed in a. above have been met, then we will pay on your behalf any covered "loss" directly arising from the "claim".
- c. All "claims" arising from a single "network security incident" or inter-related "network security incidents" will be deemed to have been made at the time that notice of the first of those "claims" is received by you.

**5. Electronic Media Liability**

- a. Electronic Media Liability applies only if all of the following conditions are met:
  - (1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of a "claim" which arises from an "electronic media incident" that:
    - (a) Took place during the "coverage term"; and
    - (b) Took place in the "coverage territory"; and
  - (2) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.
- b. If the conditions listed in a. above have been met, then we will pay on your behalf any covered "loss" directly arising from the "claim".
- c. All "claims" arising from a single "electronic media incident" or inter-related "electronic media incidents" will be deemed to have been made at the time that notice of the first of those "claims" is received by you.

**6. Identity Recovery**

- a. Identity Recovery applies only if all of the following conditions are met:
  - (1) There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this Coverage Form; and

- (2) Such "identity theft" took place in the "coverage territory"; and
- (3) Such "identity theft" is first discovered by the "identity recovery insured" during the "policy period"; and
- (4) Such "identity theft" is reported to us within 60 days after it is first discovered by the "identity recovery insured".
- b. If the conditions listed in a. above have been met, then we will provide the following to the "identity recovery insured":
  - (1) **Case Management Service**  
We will pay for the services of an "identity recovery case manager" as needed to respond to the "identity theft"; and
  - (2) **Expense Reimbursement**  
We will pay for reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft".

**B. EXCLUSIONS**

The following additional exclusions apply to this coverage:

We will not pay for costs or loss arising from the following:

- 1. Nuclear reaction or radiation or radioactive contamination, however caused.
- 2. War and military action including any of the following and any consequence of any of the following:
  - a. War, including undeclared or civil war;
  - b. Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these.
- 3. Failure or interruption of or damage to the internet or an internet service provider.
- 4. Any attack on, incident involving, or loss to any computer or system of computers that is not a "computer system".
- 5. Costs to research or correct any deficiency.

6. Any fines or penalties other than those explicitly covered under Data Compromise Response Expenses.
7. Any criminal investigations or proceedings.
8. Your intentional or willful complicity in a covered loss event.
9. Your reckless disregard for the security of your computer system or data, including confidential or sensitive information of others in your care, custody or control.
10. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
11. Any "personal data compromise", "computer attack", "cyber extortion threat" or "wrongful act" occurring before the "coverage term".
12. That part of any "claim" seeking any non-monetary relief. However, this exclusion does not apply to "defense costs" arising from an otherwise insured "wrongful act".
13. The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties.
14. Any oral or written publication of material, if done by you or at your direction with knowledge of its falsity.
15. "Property damage" or "bodily injury" other than mental anguish or mental injury alleged in a "claim" covered under Electronic Media Liability.
16. The theft of a professional or business identity.
17. Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion will not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.
18. An "identity theft" that is not reported in writing to the police.

#### C. LIMITS OF INSURANCE

##### 1. Aggregate Limits

Except for post-judgment interest, the aggregate limit for each coverage sec-

tion shown in the Supplemental Declarations is the most we will pay for all "loss" under that coverage section in any one "policy period" or any applicable Extended Reporting Period. The aggregate limit shown in the Supplemental Declarations applies regardless of the number of insured events first discovered or "claims" or "regulatory proceedings" first received during the "policy period" or any applicable Extended Reporting Period.

#### 2. Coverage Sublimits

##### a. Data Compromise Sublimits

The most we will pay under Data Compromise Response Expenses for Forensic IT Review, Legal Review, Public Relations, Regulatory Fines and Penalties and PCI Fines and Penalties coverages for "loss" arising from any one "personal data compromise" is the applicable sublimit for each of those coverages shown in the Supplemental Declarations.

The most we will pay under Response Expenses coverage for loss arising from any "malware-related compromise" is the 1st Party Named Malware sublimit indicated for this Coverage Form. For the purpose of the 1st Party Named Malware sublimit, all "malware-related compromises" that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single "personal data compromise".

These sublimits are part of, and not in addition to, the Data Compromise Response Expenses aggregate limit shown in the Supplemental Declarations. Public Relations coverage is also subject to a limit per "affected individual" as described in A.1.b.(5).

The most we will pay under Defense and Liability coverage for loss arising from any "malware-related compromise" is the 3rd Party Named Malware sublimit indicated for this Coverage Form. For the purpose of the 3rd Party Named Malware sublimit, all "malware-related compromises" that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single "personal data compromise". This sublimit is part of, and not in addition to, the limit or limits applicable to the Data Compromise Defense and Liability coverage.

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**b. Computer Attack and Cyber Extortion Sublimits**

The most we will pay under Computer Attack for Loss of Business, Public Relations and Cyber Extortion coverages for "loss" arising from any one "computer attack" is the applicable sublimit for each of those coverages shown in the Supplemental Declarations. These sublimits are part of, and not in addition to, the Computer Attack Limit shown in the Supplemental Declarations.

**c. Identity Recovery Sublimits**

The following provisions are applicable only to the Identity Recovery Coverage.

**(1) Case Management Service** is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Services do not reduce the aggregate limit for Identity Recovery.

**(2) Costs covered under item d. (Legal Costs)** of the definition of "identity recovery expenses" are part of, and not in addition to, the aggregate limit for Identity Recovery.

**(3) Costs covered under item e. (Lost Wages) and item f. (Child and Elder Care Expenses)** of the definition of "identity recovery expenses" are jointly subject to the Lost Wages and Child and Elder Care sublimit shown in the Supplemental Declarations. This sublimit is part of, and not in addition to, the aggregate limit for Identity Recovery. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

**(4) Costs covered under item g. (Mental Health Counseling)** of the definition of "identity recovery expenses" is subject to the Mental Health Counseling sublimit shown in the Supplemental Declarations. This sublimit is part of, and not in addition to, the aggregate limit for Identity Recovery. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

**(5) Costs covered under item h. (Miscellaneous Unnamed Costs)** of the definition of "identity recovery expenses" is subject to the Miscellaneous Unnamed Costs sublimit shown in the Supplemental Declarations. This sublimit is part of, and not in addition to, the aggregate limit for Identity Recovery. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

**3. Application of Limits**

- a.** A "computer attack", "cyber extortion threat", "personal data compromise" or "identity theft" may be first discovered by you in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "computer attack", "cyber extortion threat", "personal data compromise" or "identity theft" will be subject to the limit of insurance applicable to the "policy period" when the "computer attack", "cyber extortion threat", "personal data compromise" or "identity theft" was first discovered by you.
- b.** You may first receive notice of a "claim" or "regulatory proceeding" in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "claim" or "regulatory proceeding" will be subject to the limit of insurance applicable to the "policy period" when notice of the "claim" or "regulatory proceeding" was first received by you.
- c.** The limit of insurance for the Extended Reporting Periods (if applicable) will be part of, and not in addition to, the limit of insurance for the immediately preceding "policy period".
- d.** Coverage for Services to Affected Individuals under Data Compromise Response Expenses is limited to costs to provide such services for a period of up to one year from the date of the notification to the "affected individuals". Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

**D. DEDUCTIBLES**

1. We will not pay for "loss" until the amount of the insured "loss" exceeds the deductible amount shown in the Supplemental Declarations. We will then pay the amount of "loss" in excess of the applicable deductible amount, subject to the applicable limits shown in the Supplemental Declarations. You will be responsible for the applicable deductible amount.
2. The deductible will apply to all:
  - a. "Loss" arising from the same insured event or interrelated insured events under Data Compromise Response Expenses, Computer Attack or Cyber Extortion.
  - b. "Loss" resulting from the same "wrongful act" or interrelated "wrongful acts" insured under Data Compromise Liability, Network Security Liability or Electronic Media Liability.
3. Insurance coverage under Identity Recovery is not subject to a deductible.

**E. ADDITIONAL CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

**1. Bankruptcy**

The bankruptcy or insolvency of you or your estate, will not relieve you or us of any obligation under this Coverage Form.

**2. Defense And Settlement**

- a. We shall have the right and the duty to assume the defense of any applicable "claim" or "regulatory proceeding" against you. You shall give us such information and cooperation as we may reasonably require.
- b. You shall not admit liability for or settle any "claim" or "regulatory proceeding" or incur any defense costs without our prior written consent.
- c. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you shall, at your own expense, negotiate or defend such "claim" or "regulatory proceeding" independently of us. Our liability shall not exceed the

amount for which the claim or suit could have been settled if such recommendation was consented to, plus defense costs incurred by us, and defense costs incurred by you with our written consent, prior to the date of such refusal.

- d. We will not be obligated to pay any "loss" or "defense costs", or to defend or continue to defend any "claim" or "regulatory proceeding" after the applicable limit of insurance has been exhausted.
- e. We will pay all interest on that amount of any judgment within the applicable limit of insurance which accrues:
  - (1) After entry of judgment; and
  - (2) Before we pay, offer to pay or deposit in court that part of the judgment within the applicable limit of insurance or, in any case, before we pay or offer to pay the entire applicable limit of insurance.

These interest payments will be in addition to and not part of the applicable limit of insurance.

**3. Due Diligence**

You agree to use due diligence to prevent and mitigate "loss" insured under this Coverage Form. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:

- a. Providing and maintaining appropriate physical security for your premises, "computer systems" and hard copy files;
- b. Providing and maintaining appropriate computer and Internet security;
- c. Maintaining and updating at appropriate intervals backups of computer data;
- d. Protecting transactions, such as processing credit card, debit card and check payments; and
- e. Appropriate disposal of files containing "personally identifying information", "personally sensitive information" or "third party corporate data", including shredding hard copy files and destroying physical media used to store electronic data.

4. Duties in the Event of a Claim, Regulatory Proceeding or Loss

a. If, during the "policy period", incidents or events occur which you reasonably believe may give rise to a "claim" or "regulatory proceeding" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with a federal, state or local agency; or upon an oral "claim", allegation or threat, you shall give written notice to us as soon as practicable and either:

- (1) During the "policy period"; or
- (2) During the extended reporting periods (if applicable).

b. If a "claim" or "regulatory proceeding" is brought against you, you must:

- (1) Immediately record the specifics of the "claim" or "regulatory proceeding" and the date received;
- (2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the "claim" or "regulatory proceeding" is first received by you;
- (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "regulatory proceeding";
- (4) Authorize us to obtain records and other information;
- (5) Cooperate with us in the investigation, settlement or defense of the "claim" or "regulatory proceeding";
- (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of "loss" or "defense costs" to which this insurance may also apply; and
- (7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such "claim" or "regulatory proceeding".

c. In the event of a "personal data compromise", "identity theft", "computer attack" or "cyber extortion threat" insured under this coverage form, you and any involved "identity recovery insured" must see that the following are done:

- (1) Notify the police if a law may have been broken.
- (2) Notify us as soon as practicable, but in no event more than 60 days after the "personal data compromise", "identity theft", "computer attack" or "cyber extortion threat". Include a description of any property involved.
- (3) As soon as possible, give us a description of how, when and where the "personal data compromise", "identity theft", "computer attack" or "cyber extortion threat" occurred.
- (4) As often as may be reasonably required, permit us to:
  - (a) Inspect the property proving the "personal data compromise", "identity theft", "computer attack" or "cyber extortion threat";
  - (b) Examine your books, records, electronic media and records and hardware;
  - (c) Take samples of damaged and undamaged property for inspection, testing and analysis; and
  - (d) Make copies from your books, records, electronic media and records and hardware.
- (5) Send us signed, sworn proof of "loss" containing the information we request to investigate the "personal data compromise", "identity theft", "computer attack" or "cyber extortion threat". You must do this within 60 days after our request. We will supply you with the necessary forms.
- (6) Cooperate with us in the investigation or settlement of the "personal data compromise", "identity theft", "computer attack" or "cyber extortion threat".

- (7) If you intend to continue your business, you must resume all or part of your operations as quickly as possible.
- (8) Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable, without our prior written consent.
- (9) Promptly send us any legal papers or notices received concerning the "loss".
- d. We may examine you under oath at such times as may be reasonably required, about any matter relating to this insurance or the "claim", "regulatory proceeding" or "loss", including your books and records. In the event of an examination, your answers must be signed.
- e. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

## 5. Extended Reporting Periods

- a. You will have the right to the Extended Reporting Periods described in this section, in the event of a "termination of coverage".
- b. If a "termination of coverage" has occurred, you will have the right to the following:
  - (1) At no additional premium, an Automatic Extended Reporting Period of 30 days immediately following the effective date of the "termination of coverage" during which you may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this Coverage Form; and
  - (2) Upon payment of the additional premium of 100% of the full annual premium associated with the relevant coverage, a Supplemental Extended Reporting Period of one year immediately following the effective date of the "termination of coverage" during which you may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the

"policy period" and which is otherwise insured by this Coverage Form.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 30 days after the effective date of "termination of coverage". The additional premium for the Supplemental Extended Reporting Period will be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

## 6. Identity Recovery Help Line

For assistance, if Identity Recovery applies, the "identity recovery insured" should call the **Identity Recovery Help Line at 1-800-945-7982**.

The **Identity Recovery Help Line** can provide the "identity recovery insured" with:

- a. Information and advice for how to respond to a possible "identity theft"; and
- b. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under the Coverage Form. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

As respects Expense Reimbursement Coverage, the "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her claim for "identity recovery expenses".

## 7. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within two years after the date the "loss" is first discovered by you, or the date on which you first receive notice of a "claim" or "regulatory proceeding".

## 8. Legal Advice

We are not your legal advisor. Our determination of what is or is not insured under this Coverage Form does not represent advice or counsel from us about what you should or should not do.

## 9. Other Insurance

If there is other insurance that applies to the same "loss" this Coverage Form shall apply only as excess insurance after all other applicable insurance has been exhausted.

## 10. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to "affected individuals". We assume no responsibility under Data Compromise Response Expenses for any services promised to "affected individuals" without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under the Service Providers condition below. You must provide the following at our pre-notification consultation with you:

- a. The exact list of "affected individuals" to be notified, including contact information.
- b. Information about the "personal data compromise" that may appropriately be communicated with "affected individuals".
- c. The scope of services that you desire for the "affected individuals". For example, coverage may be structured to provide fewer services in order to make those services available to more "affected individuals" without exceeding the available Data Compromise Response Expenses limit of insurance.

## 11. Service Providers

- a. We will only pay under this Coverage Form for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Coverage Form. We will

not unreasonably withhold such approval.

b. Prior to the Pre-Notification Consultation described in the Pre-Notification Consultation Condition above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:

- (1) Such alternate service provider must be approved by us;
- (2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and
- (3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

## 12. Services

The following conditions apply as respects any services provided to you or any "affected individual" or "identity recovery insured" by us, our designees or any service firm paid for in whole or in part under this Coverage Form:

- a. The effectiveness of such services depends on the cooperation and assistance of you, "affected individuals" and "identity recovery insureds".
- b. All services may not be available or applicable to all individuals. For example, "affected individuals" and "identity recovery insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
- c. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.
- d. Except for the services of an "identity recovery case manager" under Identity Recovery, which we will provide directly, you will have a direct relationship with the professional service firms paid for in whole or in part under this Coverage Form. Those firms work for you.

**F. DEFINITIONS**

1. **"Affected Individual"** means any person who is your current, former or prospective customer, client, patient, member, owner, student, director or employee and whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released or accidentally published by a "personal data compromise" covered under this Coverage Form. This definition is subject to the following provisions:
  - a. "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual".
  - b. An "affected individual" must have a direct relationship with your interests as insured under this policy. The following are examples of individuals who would not meet this requirement:
    - (1) If you aggregate or sell information about individuals as part of your business, the individuals about whom you keep such information do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours.
    - (2) If you store, process, transmit or transport records, the individuals whose "personally identifying information" or "personally sensitive information" you are storing, processing, transmitting or transporting for another entity do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours.
    - (3) You may have operations, interests or properties that are not insured under this policy. Individuals who have a relationship with you through such other operations, interests or properties do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of the operation insured under this policy.
    - c. An "affected individual" may reside anywhere in the world.
2. **"Authorized Representative"** means a person or entity authorized by law or contract to act on behalf of an "identity recovery insured".
3. **"Authorized Third Party User"** means a party who is not an employee or a director of you who is authorized by contract or other agreement to access the "computer system" for the receipt or delivery of services.
4. **"Bodily Injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. **"Business Income and Extra Expense Loss"** means the loss of Business Income and Extra Expense actually incurred during the Period of Restoration.
  - a. As used in this definition, Business Income means the sum of:
    - (1) Net income (net profit or loss before income taxes) that would have been earned or incurred; and
    - (2) Continuing normal and necessary operating expenses incurred, including employee and director payroll.
  - b. As used in this definition, Extra Expense means the additional cost you incur to operate your business over and above the cost that you normally would have incurred to operate your business during the same period had no "computer attack" occurred.
  - c. As used in this definition, Period of Restoration means the period of time that begins at the time that the "computer attack" is discovered by you and continues until the earlier of:
    - (1) The date that all data restoration, data re-creation and system restoration directly related to the "computer attack" has been completed; or
    - (2) The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch.
6. **"Claim"**
  - a. "Claim" means:
    - (1) A written demand for monetary damages or non-monetary relief, including injunctive relief;
    - (2) A civil proceeding commenced by the filing of a complaint;

(3) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;

(4) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you must submit or to which we agree you should submit to;

arising from a "wrongful act" or a series of interrelated "wrongful acts" including any resulting appeal.

b. "Claim" does not mean or include:

(1) Any demand or action brought by or on behalf of someone who is:

(a) Your director;

(b) Your owner or part-owner; or

(c) A holder of your securities, in their capacity as such, whether directly, derivatively, or by class action. "Claim" will include proceedings brought by such individuals in their capacity as "affected individuals", but only to the extent that the damages claimed are the same as would apply to any other "affected individual"; or

(2) A "regulatory proceeding".

c. Includes a demand or proceeding arising from a "wrongful act" that is a "personal data compromise" only when:

(1) The proceeding is brought by one or more "affected individuals";

(2) The claimant alleges that one or more "affected individuals" suffered damages; and

(3) The "personal data compromise" giving rise to the proceeding was covered under the Data Compromise Response Expenses section of this Coverage Form, and you submitted a claim to us and provided notifications and services to "affected individuals" in consultation with us pursuant to Data Compromise Response Expenses in connection with such "personal data compromise".

7. "Computer Attack" means one of the following involving the "computer system":

a. An "unauthorized access incident";

b. A "malware attack"; or

c. A "denial of service attack" against a "computer system".

8. "Computer System" means a computer or other electronic hardware that is owned or leased by you and operated under your control.

9. "Coverage Term" means the increment of time:

a. Commencing on the earlier of the first inception date of this Cyber Coverage or the first inception date of any coverage substantially similar to that described in this coverage form and held immediately prior to this Cyber coverage; and

b. Ending upon the "termination of coverage".

10. "Coverage Territory" means:

a. With respect to Data Compromise Response Expenses, Computer Attack and Cyber Extortion, and Identity Recovery, "coverage territory" means anywhere in the world.

b. With respect to Data Compromise Liability, Network Security Liability and Electronic Media Liability, "coverage territory" means anywhere in the world, however "claims" must be brought within the United States (including its territories and possessions) or Puerto Rico.

11. "Cyber Extortion Expenses" means:

a. The cost of a negotiator or investigator retained by you in connection with a "cyber extortion threat"; and

b. Any amount paid by you in response to a "cyber extortion threat" to the party that made the "cyber extortion threat" for the purposes of eliminating the "cyber extortion threat" when such expenses are necessary and reasonable and arise directly from a "cyber extortion threat". The payment of "cyber extortion expenses" must be approved in advance by us. We will not pay for "cyber extortion expenses" that have not been approved in advance by us. We will not unreasonably withhold our approval.

12. "Cyber Extortion Threat" means:

- a. "Cyber extortion threat" means a demand for money from you based on a credible threat, or series of related credible threats, to:
  - (1) Launch a "denial of service attack" against the "computer system" for the purpose of denying "authorized third party users" access to your services provided through the "computer system" via the Internet;
  - (2) Gain access to a "computer system" and use that access to steal, release or publish "personally identifying information", "personally sensitive information" or "third party corporate data";
  - (3) Alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system"; or
  - (4) Launch a "computer attack" against a "computer system" in order to alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system".
- b. "Cyber extortion threat" does not mean or include any threat made in connection with a legitimate commercial dispute.

13. "Data Re-creation Costs"

- a. "Data re-creation costs" means the costs of an outside professional firm hired by you to research, re-create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.
- b. "Data re-creation costs" does not mean or include costs to research, re-create or replace:
  - (1) Software programs or operating systems that are not commercially available; or
  - (2) Data that is obsolete, unnecessary or useless to you.

14. "Data Restoration Costs"

- a. "Data restoration costs" means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered "data restoration costs", such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.
- b. "Data restoration costs" does not mean or include costs to research, re-create or replace:
  - (1) Software programs or operating systems that are not commercially available; or
  - (2) Data that is obsolete, unnecessary or useless to you.

15. "Defense Costs"

- a. "Defense costs" means reasonable and necessary expenses consented to by us resulting solely from the investigation, defense and appeal of any "claim" or "regulatory proceeding" against you. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.
- b. "Defense costs" does not mean or include the salaries or wages of your employees or directors, or your loss of earnings.

16. "Denial of Service Attack" means an intentional attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the Internet.

17. "Electronic Media Incident" means an allegation that the display of information in electronic form by you on a website resulted in:

- a. Infringement of another's copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;
- b. Defamation against a person or organization that is unintended; or
- c. A violation of a person's right of privacy, including false light and public disclosure of private facts.

18. "Identity Recovery Case Manager" means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured". This includes, with the permission and cooperation of the "identity recovery insured", written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

19. "Identity Recovery Expenses" means the following when they are reasonable and necessary expenses that are incurred as a direct result of an "identity theft" suffered by an "identity recovery insured":

a. **Re-Filing Costs**

Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft".

b. **Notarization, Telephone and Postage Costs**

Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the "identity recovery insured's" efforts to report an "identity theft" or amend or rectify records as to the "identity recovery insured's" true name or identity as a result of an "identity theft".

c. **Credit Reports**

Costs for credit reports from established credit bureaus.

d. **Legal Costs**

Fees and expenses for an attorney approved by us for the following:

- (1) The defense of any civil suit brought against an "identity recovery insured".
- (2) The removal of any civil judgment wrongfully entered against an "identity recovery insured".
- (3) Legal assistance for an "identity recovery insured" at an audit or hearing by a governmental agency.
- (4) Legal assistance in challenging the accuracy of the "identity recovery insured's" consumer credit report.
- (5) The defense of any criminal charges brought against an "identity recovery insured" arising from the actions of a third party using the personal identity

of the "identity recovery insured".

e. **Lost Wages**

Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.

f. **Child and Elder Care Expenses**

Actual costs for supervision of children or elderly or infirm relatives or dependents of the "identity recovery insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".

g. **Mental Health Counseling**

Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured".

h. **Miscellaneous Unnamed Costs**

Any other reasonable costs necessarily incurred by an "identity recovery insured" as a direct result of the "identity theft".

(1) Such costs include:

(a) Costs by the "identity recovery insured" to recover control over his or her personal identity.

(b) Deductibles or service fees from financial institutions.

(2) Such costs do not include:

(a) Costs to avoid, prevent or detect "identity theft" or other loss.

(b) Money lost or stolen.

(c) Costs that are restricted or excluded elsewhere in this Coverage Form or policy.

20. "Identity Recovery Insured" means the following:

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- a. When the entity insured under this Coverage Form is a sole proprietorship, the "identity recovery insured" is the individual person who is the sole proprietor of the insured identity.
- b. When the entity insured under this Coverage Form is a partnership, the "identity recovery insureds" are the current partners.
- c. When the entity insured under this Coverage Form is a corporation or other form of organization, other than those described in a. or b. above, the "identity recovery insureds" are all individuals having an ownership position of 20% or more of the insured entity. However, if, and only if, there is no one who has such an ownership position, then the "identity recovery insured" will be:
  - (1) The chief executive of the insured entity; or
  - (2) As respects a religious institution, the senior ministerial employee.

An "identity recovery insured" must always be an individual person. If the entity insured under this Coverage Form is a legal entity, that legal entity is not an "identity recovery insured".

## 21. "Identity Theft"

- a. "Identity theft" means the fraudulent use of "personally identifying information". This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.
- b. "Identity theft" does not mean or include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

## 22. "Loss"

- a. With respect to Data Compromise Response Expenses, "loss" means those expenses enumerated in Data Compromise Response Expenses, paragraph b.
- b. With respect to Computer Attack, "loss" means those expenses enumerated in Computer Attack, paragraph b.
- c. With respect to Cyber Extortion, "loss" means "cyber extortion expenses".
- d. With respect to Data Compromise Liability, Network Security Liability

and Electronic Media Liability, "loss" means "defense costs" and "settlement costs".

- e. With respect to Identity Recovery, "loss" means those expenses enumerated in Identity Recovery, paragraph b.

## 23. "Malware Attack"

- a. "Malware attack" means an attack that damages a "computer system" or data contained therein arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers.

- b. "Malware attack" does not mean or include damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your "computer system" during the manufacturing process or normal maintenance.

- 24. "Malware-Related Compromise" means a "personal data compromise" that is caused, enabled or abetted by a virus or other malicious code that, at the time of the "personal data compromise", is named and recognized by the CERT® Coordination Center, McAfee®, Secunia, Symantec or other comparable third party monitors of malicious code activity.

- 25. "Network Security Incident" means a negligent security failure or weakness with respect to a "computer system" which allowed one or more of the following to happen:

- a. The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code;
- b. The unintended abetting of a "denial of service attack" against one or more other systems; or
- c. The unintended loss, release or disclosure of "third party corporate data".

- 26. "Personal Data Compromise" means the loss, theft, accidental release or accidental publication of "personally identifying information" or "personally sensitive information" as respects one or more "affected individuals". If the loss, theft, accidental release or accidental publication involves "personally identifying information", such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:

- a. At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises but must be in the direct care, custody or control of:
  - (1) You; or
  - (2) A professional entity with which you have a direct relationship and to which you (or an "affected individual" at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.
- b. "Personal data compromise" includes disposal or abandonment of "personally identifying information" or "personally sensitive information" without appropriate safeguards such as shredding or destruction, provided that the failure to use appropriate safeguards was accidental and not reckless or deliberate.
- c. "Personal data compromise" includes situations where there is a reasonable cause to suspect that such "personally identifying information" or "personally sensitive information" has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.
- d. All incidents of "personal data compromise" that are discovered at the same time or arise from the same cause will be considered one "personal data compromise".

#### 27. "Personally Identifying Information"

- a. "Personally identifying information" means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an "affected individual" or "identity recovery insured". This includes, but is not limited to, Social Security numbers or account numbers.
- b. "Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.

#### 28. "Personally Sensitive Information"

- a. "Personally sensitive information" means private information specific to an individual the release of which requires notification of "affected individuals" under any applicable law.

- b. "Personally sensitive information" does not mean or include "personally identifying information".

#### 29. "Policy Period"

means the period commencing on the effective date shown in the Policy Declarations. The "policy period" ends on the expiration date or the cancellation date of this Coverage Form, whichever comes first.

#### 30. "Property Damage"

means:

- a. Physical injury to or destruction of tangible property including all resulting loss of use; or
- b. Loss of use of tangible property that is not physically injured.

#### 31. "Regulatory Proceeding"

means an investigation, demand or proceeding alleging a violation of law or regulation arising from a "personal data compromise" brought by, or on behalf of, the Federal Trade Commission, Federal Communications Commission or other administrative or regulatory agency, or any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

#### 32. "Settlement Costs"

- a. "Settlement costs" means the following, when they arise from a "claim":
  - (1) Damages, judgments or settlements; and

- (2) Attorney's fees and other litigation costs added to that part of any judgment paid by us, when such fees and costs are awarded by law or court order; and

- (3) Pre-judgment interest on that part of any judgment paid by us.

- b. "Settlement costs" does not mean or include:

- (1) Civil or criminal fines or penalties imposed by law, except for civil fines and penalties expressly covered under Data Compromise Response Expenses;

- (2) Punitive and exemplary damages;

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- (3) The multiple portion of any multiplied damages;
- (4) Taxes; or
- (5) Matters which may be deemed uninsurable under the applicable law.

c. With respect to fines and penalties, the law of the jurisdiction most favorable to the insurability of those fines, or penalties will control for the purpose of resolving any dispute between us and you regarding whether the fines, or penalties specified in this definition above are insurable under this Coverage Form, provided that such jurisdiction:

- (1) Is where those fines, or penalties were awarded or imposed;
- (2) Is where any "wrongful act" took place for which such fines, or penalties were awarded or imposed;
- (3) Is where you are incorporated or you have your principal place of business; or
- (4) Is where we are incorporated or have our principal place of business.

**33. "System Restoration Costs"**

- a. "System restoration costs" means the costs of an outside professional firm hired by you to do any of the following in order to restore your computer system to its pre-"computer attack" level of functionality:
  - (1) Replace or reinstall computer software programs;
  - (2) Remove any malicious code; and
  - (3) Configure or correct the configuration of your computer system.
- b. "System restoration costs" does not mean or include:
  - (1) Costs to increase the speed, capacity or utility of a "computer system" beyond what existed immediately prior to the "computer attack";
  - (2) Labor costs of your employees or directors;

- (3) Any costs in excess of the actual cash value of your computer system; or
- (4) Costs to repair or replace hardware.

**34. "Termination of Coverage"** means:

- a. You or we cancel this coverage;
- b. You or we refuse to renew this coverage; or
- c. We renew this coverage on an other than claims-made basis or with a retroactive date later than the date of the first inception of this coverage or any coverage substantially similar to that described in this coverage form.

**35. "Third Party Corporate Data"**

- a. "Third party corporate data" means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not an insured under this Coverage Form which is not available to the general public and is provided to you subject to a mutually executed written confidentiality agreement or which you are legally required to maintain in confidence.
- b. "Third party corporate data" does not mean or include "personally identifying information" or "personally sensitive information".

**36. "Unauthorized Access Incident"** means the gaining of access to a "computer system" by:

- a. An unauthorized person or persons; or
- b. An authorized person or persons for unauthorized purposes.

**37. "Wrongful Act"**

- a. With respect to Data Compromise Liability, "wrongful act" means a "personal data compromise".
- b. With respect to Network Security Liability, "wrongful act" means a "network security incident".
- c. With respect to Electronic Media Liability, "wrongful act" means an "electronic media incident".

ALL OTHER PROVISIONS OF THIS POLICY APPLY.

## VIRGINIA CHANGES

### Amendatory Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies the insurance provided under the following:

#### **CYBER SUITE Coverage Form**

- I. The following modifies the **COMMON POLICY CONDITIONS**:
  - A. Paragraphs 2., 3. and 5. of the Cancellation Common Policy Condition are replaced by the following:
    - 2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
      - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
      - b. 45 days before the effective date of cancellation if we cancel for any other reason.
    - 3. We will send written notice in accordance with Virginia Law or deliver written notice to the first Named Insured's last mailing address known to us.
    - 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.
      - a. We will compute return premium pro rata and round to the next higher whole dollar when this Policy is cancelled:
        - (1) At our request;
        - (2) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
        - (3) And rewritten by us or a member of our company group; or
  - (4) After the first year, if it is a prepaid policy written for a term of more than one year.
  - b. When this Policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.
- B. The following is added and supersedes any other provision to the contrary:
 

**Nonrenewal**

  - 1. If we elect not to renew this Policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
    - a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
    - b. 45 days before the expiration date if the nonrenewal is for any other reason.
  - 2. We will send written notice in accordance with Virginia Law or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us.
  - 3. If notice is mailed, proof of mailing will be sufficient proof of notice.
- II. The following modifies the Cyber Suite Coverage Form:
  - A. C. **LIMITS OF INSURANCE**, 3. **Application of Limits**, paragraph c. is deleted and replaced with the following:

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- c. Notwithstanding the foregoing, in the event that you purchase the Supplemental Extended Reporting Period pursuant to the terms of **E. ADDITIONAL CONDITIONS, 5. Extended Reporting Periods**, paragraph b.(2) the limit of liability for the Supplemental Extended Reporting Period (if applicable) shall be equal to the applicable liability limit. The limit of liability for the Supplemental Extended Reporting Period, if purchased, shall be solely for any "claim" or "regulatory proceeding" of which you first receive notice during said Supplemental Extended Reporting Period for any "wrongful acts" occurring before the end of the coverage period for this Coverage Form and which is otherwise covered by this Coverage Form and shall be in addition to, and not part of, the applicable liability limit for the preceding coverage period.

B. **E. ADDITIONAL CONDITIONS, 5. Extended Reporting Periods**, paragraph a. is deleted and replaced with the following:

- a. You shall have the right to the Extended Reporting Periods described in this section, in the event of a "termination of coverage".

The limit of liability for the Supplemental Extended Reporting Period shall be as set forth in **C. LIMITS OF INSURANCE, 3. Application of Limits**, paragraph c., of this Coverage Form (as modified in paragraph A. above in this amendatory endorsement).

C. **E. ADDITIONAL CONDITIONS, 5. Extended Reporting Periods**, paragraph b.(2) is deleted and replaced with the following:

- (2) Upon payment of the additional premium of 200% of the full annual premium associated with the relevant coverage, a Supplemental Extended Reporting Period of two years immediately following the effective date of the "termination of coverage", or the exclusion or removal of an existing coverage during which you may receive written notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this Coverage Form. If purchased, the Supplemental Extended Reporting Period replaces the Automatic Extended Reporting Period.

If any existing coverage is excluded or removed under this Coverage Form and this Coverage Form remains in effect or is renewed, we shall offer a Supplemental Extended Reporting Period solely for such excluded coverage.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 30 days of the effective date of:

- (1) "termination of coverage"; or
- (2) the exclusion or removal of an existing coverage.

The additional premium for the Supplemental Extended Reporting Period shall be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This condition and the rights contained herein shall not apply to any cancellation or non-renewal resulting from non-payment of premium, failure to comply with the terms and conditions of the policy or fraud.

D. The following is added to **E. ADDITIONAL CONDITIONS, paragraph 1. Bankruptcy**:

Any party who has obtained a judgment against you, which is returned unsatisfied, may bring an action against us to recover damages insured by this coverage form.

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AUTO COVERAGE



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**WESTFIELD®****NEW  
BUSINESS AUTO COVERAGE DECLARATIONS****COMPANY PROVIDING COVERAGE****WESTFIELD INSURANCE COMPANY**

ITEM ONE-NAMED INSURED & MAILING ADDRESS	AGENCY	45-02114	PROD.	000
ATM STORAGE LLC 149 PINEY FOREST RD DANVILLE VA 24540	BANKERS INSURANCE LLC 120 CROWN DR DANVILLE VA 24540-5932 TELEPHONE 434-792-8711			

Policy Number: BOP 0 603 31V | WIC Account Number: 4570001203 | M

Policy Period From 12/04/19 at 12:01 A.M. Standard Time at your  
To 12/04/20 mailing address shown above.**ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS**

Each Of These Coverages Will Apply Only To Those "Autos" Shown As Covered "Autos". "Autos" Are Shown As Covered "Autos" For A Particular Coverage By The Entry Of One Or More Of The Symbols From The Covered Auto Section of The Business Auto Coverage Form Next To The Name Of The Coverage.

COVERAGES	COVERED AUTO SYMBOLS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
Liability	08,09	Bodily Injury and Property Damage \$1,000,000 Each Accident	\$165
Total Advance Annual Premium			\$165

**Forms And Endorsements Attached To This Coverage Form:**

CADS03 1013\*, IL0021 0908\*, CA0116 0218\*, CA0268 0218\*, CA9952 0218\*,  
CA963 0218\*, IL0003 0907\*, CA0001 1013\*, CA0126 1013\*, CA2394 1013\*,  
DL-123 0406\*, CA7080 1013\*.

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**WESTFIELD®**

**NEW  
BUSINESS AUTO COVERAGE DECLARATIONS  
(Continued)**

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY		
ITEM ONE-NAMED INSURED & MAILING ADDRESS		AGENCY	45-02114	PROD.
ATM STORAGE LLC 149 PINEY FOREST RD DANVILLE VA 24540		BANKERS INSURANCE LLC 120 CROWN DR DANVILLE VA 24540-5932 TELEPHONE 434-792-8711		
Policy Number: BOP 0 603 31V		WIC Account Number: 4570001203		
Policy Period	From 12/04/19 To 12/04/20	at 12:01 A.M. Standard Time at your mailing address shown above.		

**HIRED AUTO LIABILITY**

STATE	ESTIMATED ANNUAL COST OF HIRE	PREMIUM
NC	IF ANY	\$50 MP
VA	IF ANY	INCL

Cost Of Hire Means The Total Amount You Incur For The Hire Of Autos You Do Not Own (Not Including Autos You Borrow Or Rent From Your Partners Or Employees Or Their Family Members). Cost Of Hire Does Not Include Charges For Services Performed By Motor Carriers Of Property Or Passengers.

**NON-OWNERSHIP LIABILITY**

STATE	RATING BASIS-NUMBER OF EMPLOYEES	ESTIMATED NUMBER OF EMPLOYEES	PREMIUM
VA		1	\$111

INTERLINE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO MOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
  - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
  - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured;" or
  - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereof.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "special nuclear material" or "by-product material."

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"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (a) Any "nuclear reactor;"
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or

utilizing "spent fuel," or (3) handling, processing or packaging "waste;"

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA CHANGES - BUSINESS AUTO COVERAGE FORM**

For a covered "auto" licensed or principally garaged in Virginia, this endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Paragraph A. Coverage of Section II - Covered Autos Liability Coverage** is replaced by the following:

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We have the right and duty to defend any "suit" for such damages, even if the "suit" is groundless, false or fraudulent. However, we have no duty to defend "suits" for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

**B. Paragraph A.1.b. of Section II - Covered Autos Liability Coverage** is amended by the addition of the following:

**1. Who Is An Insured**

The following are "insureds":

- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (6) Your customers, if you are in the motor vehicle business. However, if a customer of yours:
    - (a) Has no other valid and collectible insurance applicable to the same "accident", they are an "insured" but only up to the financial responsibility limits specified in Section 46.2-472 of the Code of Virginia.
    - (b) Has other valid and collectible insurance applicable to

the same "accident" less than the financial responsibility limits specified in Section 46.2-472, they are an "insured" only for the amount by which the financial responsibility law limits exceed the limits of their other insurance.

Motor vehicle business means the business of selling, leasing, repairing, servicing, storing or parking motor vehicles which are:

- (a) Used for demonstration purposes by a prospective purchaser;
- (b) Loaned or leased to another as a temporary substitute while such person's "auto" is being repaired or serviced; or
- (c) Leased to another for a period of six months or more.

**C. Paragraph A.2.Coverage Extensions of Section II - Covered Autos Liability Coverage** is amended as follows:

**1. Paragraphs a.(3), a.(5) and a.(6) of Supplementary Payments** are replaced by the following:

We will pay for the "insured":

- (3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.
- (5) All costs taxed against the "insured" in any "suit" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(6) All interest on the full amount of any judgment that accrues after entry of judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

2. Paragraph a. **Supplementary Payments** is amended by the addition of the following:

We will pay for the "insured":

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

D. Paragraph A.2.b.(1) of Section II - **Covered Autos Liability Coverage** is replaced by the following:

2. **Coverage Extensions**

b. **Out-of-state Coverage Extensions**

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for **Covered Autos Liability Coverage** to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used.

E. Paragraph B. **Exclusions of Section II - Covered Autos Liability Coverage** is amended as follows:

1. Paragraph B.4 **Employee Indemnification And Employer's Liability Exclusion** is replaced by the following:

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of employment by the "insured"; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone

else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

2. Paragraph B.5. **Fellow Employee Exclusion** is deleted.

3. Paragraph B.6. **Care, Custody or Control Exclusion** is replaced by the following:

"Property damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

4. Paragraph B.11. **Pollution Exclusion** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants". This exclusion does not apply if the discharge is sudden and accidental.

5. Paragraph B.12. **War Exclusion** is replaced by the following:

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

F. Paragraph C. **Limit Of Insurance of Section II - Covered Autos Liability Coverage** is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages resulting from any one "accident" is the Limit of Insurance for **Covered Autos Liability Coverage** shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

2. We will apply the limit shown in the Declarations to first provide the separate limits required by Virginia law as follows:

- a. \$25,000 for "bodily injury" to any one person caused by any one "accident"; and

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- b. Subject to 2.a. above, \$50,000 for "bodily injury" to two or more persons caused by any one "accident"; and
- c. \$20,000 for "property damage" caused by any one "accident".

This provision will not change the Limit of Insurance.

**G. The Business Auto Conditions of Section IV** are amended as follows:

- 1. Paragraph A.2.b.(3) of the **Duties In The Event Of Accident, Claim, Suit Or Loss Condition** is replaced by the following:

- b. Additionally, you and any other involved "insured" must:
  - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit". The "Insured" will be deemed not to have cooperated with us only if his or her failure or refusal to do so harms our defense of an action for damages.

- 2. Paragraph A.2.c of the **Duties In The Event Of Accident, Claim, Suit Or Loss Condition** is replaced by the following:

- c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following, but only with respect to a Physical Damage claim:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Do what is reasonably necessary to protect the covered "auto" from further damage. Also keep a record of your expenses for payment in the settlement claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

- 3. Paragraph A.4. of the **Loss Payment - Physical Damage Coverage Condition** is replaced by the following:

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any dam-

age that results to the "auto" from the theft; or

- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include:

- (1) The applicable sales and use tax for the damaged or stolen property;
- (2) Any applicable titling and license transfer fees incurred in obtaining a replacement vehicle in the event of a total "loss" to a covered "auto"; and
- (3) Any applicable general average, salvage or disposal charges.

- 4. Paragraph **B.2. Concealment, Misrepresentation Or Fraud Condition** is replaced by the following:

Coverage for your claim under this Coverage Form is void in any case of fraud by you at any time as it relates to the Coverage Form. It is also void if you, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

- 5. Paragraph **B.5.b. of the Other Insurance Condition** is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is deemed to be a covered "auto" you don't own.

- 6. Paragraph **B.6. Premium Audit Condition** is replaced by the following:

The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

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7. Paragraph B.8. of the Two Or More Coverage Forms Or Policies Issued By Us Condition is deleted.

8. Paragraph B. General Conditions is amended by the addition of the following:

In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.

H. Section V - Definitions is amended as follows:

1. The "Covered pollution cost or expense" definition is deleted.

2. Exceptions b. and c. to the "Insured contract" definition are deleted.

3. The definition of "Suit" is replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

I. Changes In Endorsements

1. All references to Auto Medical Payments are replaced in the endorsements by Medical Expense Benefits.

2. All references to personal injury protection (no-fault) and "covered pollution cost or expense" in any endorsement do not apply.

## COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VIRGINIA CHANGES IN POLICY -  
CANCELLATION AND NONRENEWAL**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Virginia, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** If you are an individual and a covered "auto" you own is of the private passenger type and not used in your occupation, profession or business, other than farming, and is not used as a public or livery conveyance including, but not limited to, any period of time a covered "auto" is being used by an insured ("insured") who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; and your business shown in the Declarations is not a garage, sales agency, repair shop, service station or public parking place, then the Cancellation Common Policy Condition does not apply. The following conditions apply instead:

**1. Cancellation**

- a.** You or your attorney-in-fact may cancel the Policy by returning to us or by mailing to us advance written notice of the date cancellation is to take effect.
- b.** We may cancel this Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation at least:
  - (1)** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2)** 45 days before the effective date of cancellation if we cancel for any other reason.

**c.** When this Policy is in effect 60 days or more or is a renewal or continuation policy, we may only cancel for one or more of the following reasons:

- (1)** Nonpayment of premium.
- (2)** Your driver's license or that of a driver who lives with you or customarily uses the covered "auto" has been suspended or revoked during the policy period or, if the Policy is a renewal, during its policy period or the 90 days immediately preceding the last effective date.
- (3)** You or your attorney-in-fact has notified us that you have changed your legal residence to a state other than Virginia and your covered "auto" will be principally garaged in your new state.
- (4)** We replace this Policy with another one providing similar coverages and the same limits for the covered "auto". The replacement policy will take effect when this Policy is cancelled and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.
- d.** Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

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- e. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send the first Named Insured the refund. However, making or offering to make the refund is not a condition of cancellation. If you or your attorney-in-fact cancels, the refund, if any, will be computed in accordance with the procedure described in Paragraph C. of this endorsement.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. **Nonrenewal**

- a. If we decide not to renew or continue this Policy, we will mail the first Named Insured shown in the Declarations notice at least 45 days before the end of the policy period. If the Policy is written for a period of less than one year or without a fixed expiration date, we will have the right not to renew or continue a particular coverage only at the end of any six-month period following its original effective date.
- b. If we or our agent offer to renew or continue this Policy and you or your attorney-in-fact does not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact has not accepted our offer.

3. **Mailing Of Notices**

- a. Any notice of cancellation or nonrenewal will be mailed to the first Named Insured's last known address in accordance with Virginia Law. However, we may deliver any notice instead of mailing it.
- b. The notice of cancellation or nonrenewal will state the specific reason(s) for cancellation or nonrenewal, except when a policy is being cancelled or nonrenewed for nonpayment of premium.

B. For all other risks not described in Paragraph A. above:

1. Paragraphs 1. and 2. of the **Cancellation Common Policy Condition** are replaced by the following:
  - a. You or your attorney-in-fact may cancel the Policy by mailing or delivering to us advance written notice of the date cancellation is to take effect.

- b. We may cancel the Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation, stating the reason(s) for cancellation, at least:
  - (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 45 days before the effective date of cancellation if we cancel for any other reason.

2. Paragraph 3. of the **Cancellation Common Policy Condition** does not apply.

3. Paragraph 5. of the **Cancellation Common Policy Condition** is replaced by the following:

5. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send the first Named Insured the refund. However, making or offering to make the refund is not a condition of cancellation. If you or your attorney-in-fact cancels, the refund, if any, will be computed in accordance with the procedure described in Paragraph C. of this endorsement.

4. The following Conditions are added:

- a. **Nonrenewal**
  - (1) We may nonrenew the Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of nonrenewal, stating the reason for nonrenewal, at least:
    - (a) 15 days before the expiration date of the Policy if we nonrenew for nonpayment of premium; or
    - (b) 45 days before the expiration date of the Policy if we nonrenew for any other reason.
  - (2) If we or our agent offers to renew or continue this Policy and you or your attorney-in-fact does not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact has not accepted our offer.

**b. Mailing Of Notices**

Any notice of cancellation or nonrenewal will be mailed to the first Named Insured's last known address in accordance with Virginia Law. However, we may deliver any notice instead of mailing it.

**C. The following provisions govern the calculation of return premium for all risks:**

1. We will compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled:
  - a. At our request;
  - b. Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
  - c. And rewritten by us or a member of our company group; or
  - d. After the first year, if it is a prepaid policy written for a term of more than one year.
2. When this Policy is cancelled at your request (except when Paragraph 1.b., 1.c. or 1.d. applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.
3. When this Policy is cancelled at your request and is an auto dealer's policy written on a reporting form basis, we will calculate the return or additional premium as follows:
  - a. Final annual premium will be determined on the basis of the average

value reported during the period in which the Policy was in effect.

- b. Pro rata earned premium will be determined based on the final annual premium for the number of days the Policy was in force, as determined by Paragraph 3.a., rounded to the next higher whole dollar.
- c. Pro rata unearned premium will be determined by subtracting Paragraph 3.b. from Paragraph 3.a.
- d. The short rate surcharge will be determined by multiplying the unearned premium by 10% and rounding to the next higher whole dollar.
- e. Calculate the short rate earned premium by adding Paragraphs 3.b. and 3.d.
- f. If the short rate earned premium is less than the sum of all payments (including any deposit premium), the difference is the return premium.
- g. If the short rate earned premium is greater than the sum of all payments (including any deposit premium), the difference is the additional premium due.

However, earned premium will not be less than our policywriting minimum premium.

**D. Additional Definitions**

As used in this endorsement:

1. "Occupying" means in, upon, getting in, on, out or off.
2. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

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COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA LIMITED SUBROGATION RIGHTS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If Collision Coverage is afforded under this Policy and you are:

- a. A seller of "autos"; or
- b. In the business of leasing, repairing, servicing, storing or parking "autos"; and

an "auto" you own is used for the purpose of demonstration, or is loaned or leased to a person while that person's own vehicle is being repaired or serviced, or that "auto" you own is leased to another person for a period of six months or more, the **Transfer Of Rights Of Recovery Against Others To Us Condition** is revised by adding the following:

If there is no other valid and collectible collision insurance available to a person to whom you demonstrate, lend or lease an auto, we shall have no right of subrogation against that person unless, in the case of a leased vehicle, that person has received a conspicuous written notice at the start of the lease that subrogation rights exist.

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COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DISTRICT OF COLUMBIA EMPLOYEES USING AUTOS IN  
GOVERNMENT BUSINESS - VIRGINIA**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following are not "insureds" under Covered Autos Liability Coverage:

- A. The District of Columbia or any of its agencies.
- B. Any District of Columbia "employee", including you, for "bodily injury" or "property damage" resulting from the operation of an "auto", if:

- 1. The "bodily injury" or "property damage" results while the "employee" is acting as an "employee"; and
- 2. The "employee" is exempt from liability because of the District Of Columbia Employee Non-liability Act.

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INTERLINE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT - RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

## BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

### SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos." The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject to No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

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**B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

**SECTION II - COVERED AUTOS LIABILITY COVERAGE****A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies,

caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

**1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partner (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of

out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured."

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract." For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

## 5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

## 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

## 7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

## 8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

## 9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or

financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

## 10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

## 11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

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- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

## 12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government,

sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

## 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

## C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", and "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

## SECTION III - PHYSICAL DAMAGE COVERAGE

### A. Coverage

- 1. We will pay for "loss" to a covered "auto" or its equipment under:

#### a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

#### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto."

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**c. Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**2. Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

**4. Coverage Extension****a. Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

**B. Exclusions**

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

**a. Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

**b. War Or Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

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This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:
  - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
  - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
  - d. Any accessories used with the electronic equipment described in Paragraph c. above.
5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto";
  - b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
  - c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
  - d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

## C. Limit Of Insurance

1. The most we will pay for:

"Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits au-

dio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above;
- (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

## D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

## SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

## A. Loss Conditions

## 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

## 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

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- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. **Legal Action Against Us**  
No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. **Loss Payment - Physical Damage Coverages**  
At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. **Transfer Of Rights Of Recovery Against Others To Us**  
If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. General Conditions**

- 1. **Bankruptcy**  
Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.
- 2. **Concealment, Misrepresentation Or Fraud**  
This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:
  - a. This Coverage Form;
  - b. The covered "auto";
  - c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### 4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### 5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract."

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

### 6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will

compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

### 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico; and
- (4) Canada; and
- (5) Anywhere in the world, if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

### 8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident," the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

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**SECTION V - DEFINITIONS**

**A.** "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

**B.** "Auto" means:

1. A land motor vehicle, "trailer" or semi-trailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

**D.** "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

**a.** That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

**b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "in-

sured" for movement into or onto the covered "auto"; or

**c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment",

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

**F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

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G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

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c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
2. A "covered pollution cost or expense" to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NORTH CAROLINA CHANGES**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, North Carolina, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Changes In Covered Autos Liability Coverage**

1. The Covered Auto Liability Limit of Insurance applies except that we will apply the limit shown in the declarations to first provide the separate limits required by North Carolina law as follows:
  - a. \$30,000 for "bodily injury" to any one person caused by any one "accident";
  - b. \$60,000 for "bodily injury" to two or more persons caused by any one "accident"; and
  - c. \$25,000 for "property damage" caused by any one "accident".

This provision will not change the Limit of Insurance.

2. If the policy provides Covered Autos Liability Coverage only for owned "autos", a temporary substitute for one of these will also be considered a covered "auto", subject to the following provisions:
  - a. The owned "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
  - b. The temporary substitute must be owned by someone other than you or a member of your household.
  - c. The temporary substitute must be with the permission of the owner.
  - d. The Covered Autos Liability Coverage for the temporary substitute is excess over any other collectible insurance.

**B. Changes In Physical Damage Coverage**

Paragraph A.3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles in the Business Auto and Motor Carrier Coverage Forms and Paragraph F.1.b. Glass Breakage - Hitting A Bird Or Animal - Falling

Objects Or Missiles in the Auto Dealers Coverage Form are replaced by the following:

**Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by the covered "auto's" collision or overturn and "loss" caused by hitting a bird or animal considered a "loss" under Collision Coverage.

**C. Changes In Uninsured Motorists Coverage**

The Limit of Insurance applies except that we will apply the limit shown in the declarations to first provide the separate limits required by North Carolina law as follows:

1. \$30,000 for "bodily injury" to any one person caused by any one "accident";
2. \$60,000 for "bodily injury" to two or more persons caused by any one "accident"; and
3. \$25,000 for "property damage" caused by any one "accident".

This provision will not change the total Limit of Insurance.

**D. Changes In Auto Medical Payments Coverage**

If the Auto Medical Payments Coverage endorsement is attached, then Exclusion C.5. relating to "bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos", applies only if workers' compensation benefits are available.

#### E. Changes In Garagekeepers Coverage

If the policy provides Garagekeepers Coverage, any deductible will apply only to the amount of "loss" and will not reduce the Limit of Insurance.

#### F. Changes In Conditions

1. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. We may cancel any type or limit of coverage provided by this policy to the extent that it cannot be ceded to the North Carolina Reinsurance Facility as follows:

a. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

- (1) Expiration of the policy term; or
- (2) Anniversary date;

stated in the policy only for one or more of the following reasons:

(a) Nonpayment of premium. Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date set forth in the notice of cancellation.

(b) An act or omission by the "insured" or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy, or presenting a claim under this policy.

(c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk.

(d) Substantial breach of contractual duties, conditions or warranties that materially affects the insurability of the risk.

(e) A fraudulent act against us by the "insured" or his or her representative that materially affects the insurability of the risk.

(f) Willful failure by the "insured" or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us.

(g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30.

(h) Conviction of the "insured" of a crime arising out of acts that materially affect the insurability of the risk.

(i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina.

(j) You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

We may cancel any type or limit of coverage provided by the policy to the extent that it can be ceded to the North Carolina Reinsurance Facility only for one or more of the following reasons by mailing to the first Named Insured at least 15 days' notice at the last address known to us:

- (1) Nonpayment of premium.

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- (2) You become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance Facility.
- (3) Our contract with the agent through whom this policy is written is terminated for reasons other than the quality of the agent's "insureds."
- (4) This policy is cancelled pursuant to a power of attorney given a company licensed according to the provisions of G.S. 58-56.

2. To the extent that any type or limit of coverage provided by this policy cannot be ceded to the North Carolina Reinsurance facility, the following provision is added and supersedes any other provisions to the contrary:

**Nonrenewal**

- a. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:
  - (1) Expiration of the policy if it has been written for one year or less; or
  - (2) Anniversary date if it is a continuous policy or has been written for more than one year or for an indefinite term.
- b. We need not mail or deliver the notice of nonrenewal if you have:
  - (1) Insured property covered under this policy under any other insurance policy;
  - (2) Accepted replacement coverage; or
  - (3) Requested or agreed to nonrenewal of this policy.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.
- d. The written notice of cancellation or nonrenewal will:
  - (1) Be mailed or delivered to the first Named Insured and any designated loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and
  - (2) State the reason or reasons for cancellation or nonrenewal.

3. To the extent that any type or limit of coverage provided by this policy can be ceded to the North Carolina Reinsurance Facility, the following provision is added and supersedes any other provision to the contrary:

**Nonrenewal**

We may nonrenew this policy only for one or more of the following reasons:

- a. Nonpayment of premium.
- b. You become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance facility.
- c. Our contract with the agent through whom this policy is written is terminated for reasons other than the quality of the agent's "insureds."
- d. This policy is cancelled pursuant to a power of attorney given a company licensed according to the provisions of G.S. 58-56.
- e. You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

4. **Common Policy Condition B. Changes** is changed read as follows:

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium for that change as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

5. **Loss Condition 1. Appraisal For Physical Damage Loss** is replaced by the following:

1. **Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision, in writing, agreed to by any two will be binding. Each party will:

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- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

6. The following is added to **Loss Conditions**:

**Appraisal For Property Damage**

In the event of an "accident":

1. If the claimant and we fail to agree as to the difference in fair market value of the motor vehicle immediately before and immediately after the "accident" and the difference in the claimant's and our estimate of the diminution in fair market value of the vehicle is greater than \$2,000 or 25% of the fair market retail value of the vehicle prior to the "accident" as determined by the latest edition of the National Automobile Dealers Association Pricing Guide Book or other publications approved by the Commissioner of Insurance, whichever is less; and
2. Liability for coverage for the claim is not in dispute;

then on the written demand of either the claimant or us, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days after the demand.

Should the appraisers fail to agree, they shall then select a competent and disin-

terested appraiser to serve as an umpire. If the appraisers cannot agree upon an umpire within 15 days, either the claimant or we may request that a magistrate resident in the county where the insured motor vehicle is registered or the county where the "accident" occurred select the umpire.

The umpire then shall prepare a report determining the amount of "property damage" and shall file the report with us and the claimant.

The claimant or we shall have 15 days from the filing of the report to reject the report and notify the other party of such rejection. If the report is not rejected within 15 days from the filing of the report, the report shall be binding upon both the claimant and us.

Each appraiser shall be paid by the party selecting the appraiser, and the expenses of appraisal and umpire shall be paid by the parties equally.

If either party elects to have an appraisal to determine the amount of "property damage", then the amount of "property damage" cannot be decided through arbitration.

7. Paragraph 2. of the **Concealment, Misrepresentation Or Fraud General Conditions** is amended by the addition of the following:

This condition does not apply for coverage up to the minimum limits of liability required by the North Carolina Financial Responsibility Act of 1957.

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POLICY NUMBER: BOP 060331V

COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. The following exclusion is added to Covered  
Autos Liability Coverage:**

**Silica Or Silica-related Dust Exclusion For  
Covered Autos Exposure**

This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "Insured" or by any other person or entity.

**B. Additional Definitions**

As used in this endorsement:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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Attached are forms that may need to be completed by the individuals who operate the autos in North Carolina at the time of obtaining a new driver's license or renewing their driver's license. You will need to provide them to the insured for their use as needed. Copies may also be accessed on the Agents Web Passport (AWP).

DL-123 (04/06)

### DRIVER LICENSE LIABILITY INSURANCE CERTIFICATION

Insured Driver \_\_\_\_\_ Date of Birth \_\_\_\_\_

Policyholder(s) \_\_\_\_\_

Policyholder(s) Address \_\_\_\_\_

Insurance Company \_\_\_\_\_ Policy # \_\_\_\_\_

Effective Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency Name \_\_\_\_\_ Agency Code # \_\_\_\_\_

Agent's Signature \_\_\_\_\_ Agent's Phone # \_\_\_\_\_

Date of Certification \_\_\_\_\_

*(This form is valid for 30 days after completion by insurance agent.)*

DL-123 (04/06)

### DRIVER LICENSE LIABILITY INSURANCE CERTIFICATION

Insured Driver \_\_\_\_\_ Date of Birth \_\_\_\_\_

Policyholder(s) \_\_\_\_\_

Policyholder(s) Address \_\_\_\_\_

Insurance Company \_\_\_\_\_ Policy # \_\_\_\_\_

Effective Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency Name \_\_\_\_\_ Agency Code # \_\_\_\_\_

Agent's Signature \_\_\_\_\_ Agent's Phone # \_\_\_\_\_

Date of Certification \_\_\_\_\_

*(This form is valid for 30 days after completion by insurance agent.)*

DL-123 (04/06)

### DRIVER LICENSE LIABILITY INSURANCE CERTIFICATION

Insured Driver \_\_\_\_\_ Date of Birth \_\_\_\_\_

Policyholder(s) \_\_\_\_\_

Policyholder(s) Address \_\_\_\_\_

Insurance Company \_\_\_\_\_ Policy # \_\_\_\_\_

Effective Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency Name \_\_\_\_\_ Agency Code # \_\_\_\_\_

Agent's Signature \_\_\_\_\_ Agent's Phone # \_\_\_\_\_

Date of Certification \_\_\_\_\_

*(This form is valid for 30 days after completion by insurance agent.)*

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COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WHO IS AN INSURED AMENDMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

Under **SECTION II - COVERED AUTOS LIABILITY COVERAGE** Item A. Coverage, paragraph 1.b.(1) is deleted and replaced with the following:

(1) The owner, any "employee" or agent of the owner, or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

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**WESTFIELD®****NEW  
COMMERCIAL LIABILITY UMBRELLA DECLARATIONS**

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY		
NAMED INSURED AND MAILING ADDRESS		AGENCY	45-02114	PROD.
ATM STORAGE LLC 149 PINEY FOREST RD DANVILLE VA 24540		BANKERS INSURANCE LLC 120 CROWN DR DANVILLE VA 24540-5932 TELEPHONE 434-792-8711		
Policy Number: BOP 0 603 31V		WIC Account Number: 4570001203 M		
Policy Period	From 12/04/19 To 12/04/20	at 12:01 A.M. Standard Time at your mailing address shown above.		

**LIMITS OF INSURANCE**

\$5,000,000 EACH OCCURRENCE LIMIT  
 \$5,000,000 GENERAL AGGREGATE LIMIT  
 \$5,000,000 PERSONAL & ADVERTISING INJURY LIMIT  
 \$0 SELF INSURED RETENTION

**SCHEDULE OF UNDERLYING INSURANCE**

POLICY NUMBER	TYPE OF COVERAGE	INSURER	LIMITS OF LIABILITY		POLICY PERIOD
BOP 060331V	Business-Owners Liability	Westfield Insurance	\$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000	General Aggregate Products/Completed Operations Aggregate Personal And Advertising Injury Each Occurrence	12/04/19 To 12/04/20
BOP 060331V	Auto Liability	Westfield Insurance	\$1,000,000	Bodily Injury And Property Damage Each Accident	12/04/19 To 12/04/20

**PREMIUM BASIS: FLATRATE**

COMMERCIAL UMBRELLA ANNUAL PREMIUM	\$2,500.00
TOTAL ADVANCE ANNUAL PREMIUM	\$2,500.00

**Forms And Endorsements Applicable To This Coverage Part:**

CU2127 1204\*, CU2130 0115\*, CU2186 0514\*, CU2286 1207\*, CU0001 0900\*,  
 CU0001 1207\*, CU7000 1206\*, CU0225 1015\*, CU2108 0900\*, CU0157 0809\*,  
 CU2123 0202\*, CU7024 1207\*, CU0004 0509\*, CU2432 1205\*, CU7033 0911\*,  
 CU2151 1205\*, CU2108 0413\*, CU2432 0413\*, IL7013 1206\*.

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COMMERCIAL LIABILITY UMBRELLA**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**FUNGI OR BACTERIA**

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.**
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.**

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**FUNGI OR BACTERIA**

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.**
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.**

**C. The following definition is added to the Definitions Section:**

**"Fungi"** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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COMMERCIAL LIABILITY UMBRELLA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

## COMMERCIAL LIABILITY UMBRELLA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY - WITH  
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

**A. Exclusion 2.t. of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**t. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**B. The following is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

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COMMERCIAL LIABILITY UMBRELLA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PROFESSIONAL LIABILITY EXCLUSION -  
WEB-SITE DESIGNERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph 2.  
**Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to "bodily injury" or "property damage" arising out of any act, error or omission with respect to web-site designer or consultant services, rendered by or that should have been rendered by:

1. The insured; or
2. Any person or organization:
  - a. For whose acts, errors or omissions the insured is legally responsible; or
  - b. From whom the insured assumed liability by reason of a contract or agreement.

## COMMERCIAL LIABILITY UMBRELLA

# COMMERCIAL LIABILITY UMBRELLA

## COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

### SECTION I - COVERAGES

#### COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit", for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1.a. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1.a. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1.a. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person by organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. E.R.I.S.A.

Any obligation of the insured under the Employees' Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto or any similar federal, state or local statute.

### f. Auto Coverages

- (1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- (2) Any loss, cost or expense payable under or resulting from any first party physical damage coverage; no-fault law, personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

### g. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

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- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

#### **h. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies whether the injury-causing event described in Para-

graphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

#### **i. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or

- (2) "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance".

#### **j. Aircraft Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 50 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft.

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- (4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance; or
- (5) Aircraft that is:
  - (a) Chartered by, loaned to, or hired by you with a paid crew; and
  - (b) Not owned by any insured.

## k. Racing Activities

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any pre-arranged professional or organized racing, speed, demolition, or stunting activity or contest.

## l. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## m. Damage To Property

"Property damage" to:

- (1) Property:
  - (a) You own, rent, or occupy including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
  - (b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1)(b), (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

## n. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

## o. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a sub-contractor.

## p. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

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- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**q. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**r. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**s. Professional Services**

"Bodily injury" or "property damage" due to rendering or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project on which you serve as construction manager;
- (3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (4) Engineering services, including related supervisory or inspection services;

- (5) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (6) Any health or therapeutic service treatment, advice or instruction;
- (7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming or therapy;
- (8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, body building or physical training programs;
- (9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (10) Body piercing services;
- (11) Services in the practice of pharmacy; but this exclusion does not apply if you are a retail druggist or your operations are those of a retail drugstore;
- (12) Law enforcement or firefighting services; and
- (13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

**t. Electronic Data**

Damage arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

This exclusion does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance", unless otherwise directed by this insurance.

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## u. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

## COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

## 1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit", for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

## a. "Personal and advertising injury":

## (1) Knowing Violation Of Rights Of Another

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

## (2) Material Published With Knowledge Of Falsity

Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

## (3) Material Published Prior To Policy Period

Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

## (4) Criminal Acts

Arising out of a criminal act committed by or at the direction of the insured.

## (5) Contractual Liability

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

(a) Liability for damages that the insured would have in the absence of the contract or agreement.

(b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

## (6) Breach Of Contract

Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

## (7) Quality Or Performance Of Goods -- Failure To Conform To Statements

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**(8) Wrong Description Of Prices**

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**(9) Infringement Of Copyright, Patent, Trademark Or Trade Secret**

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**(10) Insureds In Media And Internet Type Businesses**

Committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of websites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**(11) Electronic Chatrooms Or Bulletin Boards**

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**(12) Unauthorized Use Of Another's Name Or Product**

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**(13) Pollution**

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**(14) Employment-Related Practices**

To:

- (a) A person arising out of any:
  - (i) Refusal to employ that person;
  - (ii) Termination of that person's employment; or
  - (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harrassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (i), (ii) or (iii) above is directed.

This exclusion applies whether the injury-causing event described in Paragraphs (i), (ii) or (iii) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**(15) Professional Services**

Arising out of the rendering or failure to render any professional service. This includes but is not limited to:

- (a) Legal, accounting or advertising services;
- (b) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project on which you serve as construction manager;

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- (c) Inspection, supervision, quality control, architectural or engineering activities done, by or for you on a project on which you serve as construction manager.
- (d) Engineering services, including related supervisory or inspection services;
- (e) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (f) Any health or therapeutic service treatment, advice or instruction;
- (g) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming or therapy;
- (h) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, body building or physical training programs;
- (i) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (j) Body piercing services;
- (k) Services in the practice of pharmacy; but this exclusion does not apply if you are a retail druggist or your operations are those of a retail drugstore;
- (l) Law enforcement or firefighting services; and
- (m) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

**(16) War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by

any government, sovereign or other authority using military personnel or other agents; or

- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**(17) Distribution Of Material In Violation Of Statutes**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (c) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

b. "Pollution cost or expense".

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when the duty to defend exists:
  - a. All expenses we incur.
  - b. Up to \$2000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

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- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".
- 3. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee;
  - f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies if any demands, notices, summonses or legal papers received in connection with the "suit";

- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:
  - (a) Obtain records and other information related to the "suit"; and
  - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II - WHO IS AN INSURED

- 1. Except for liability arising out of the ownership, maintenance or use of "covered autos":
  - a. If you are designated in the Declarations as:
    - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
    - (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
    - (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

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(4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

b. Each of the following is also an insured:

(1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(a) "Bodily injury" or "personal and advertising injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a)(i) above; or

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (a)(i) or (ii) above.

(b) "Property damage" to property:

(i) Owned, occupied or used by,

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

(2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

(3) Any person or organization having proper temporary custody of your property if you die, but only:

(a) With respect to liability arising out of the maintenance or use of that property; and

(b) Until your legal representative has been appointed.

(4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

(1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(2) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":

a. You are an insured.

b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:

- (1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.
- (2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
- (6) "Employees" with respect to "bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.
- c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made, "suits" brought, or number of vehicles involved; or
  - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
  - a. Coverage A, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
  - b. Coverage B.
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" because of all "bodily injury" and "property damage" under Coverage A arising out of any one "occurrence".
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.
5. If there is "underlying insurance" with a policy period that is non-concurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
  - a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
  - b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph 2. above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV - CONDITIONS****1. Appeals**

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will be liable for taxable costs, pre- and postjudgment interest and disbursements.

**2. Bankruptcy****a. Bankruptcy Of Insured**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**b. Bankruptcy Of Underlying Insurer**

Bankruptcy of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

**3. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without or consent.

**4. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**5. Other Insurance**

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

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**6. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**7. Representations Of Fraud**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

**8. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**9. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**10. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**11. Loss Payable**

Liability under this Coverage Part shall not apply unless and until the insured or insured's "underlying insurer" has become obligated to pay the "retained limit". Such obligation by the insured to pay part of the "ultimate net loss" shall have been previously determined by a final settlement or judgment after an actual trial or written agreement between the insured, claimant, and us.

**12. Transfer Of Defense**

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

**13. Maintenance Of/Changes To Underlying Insurance**

The "underlying insurance" listed in the Schedule of "underlying insurance" in the Declarations shall remain in full effect throughout the policy period except for reduction of the aggregate limit due to payment of claims, settlement or judgments.

Failure to maintain "underlying insurance" will not invalidate this insurance. However, this insurance will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us as soon as practicable when any "underlying insurance" is no longer in effect or if the limits or scope of coverage of any "underlying insurance" is changed.

**14. Expanded Coverage Territory**

- a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

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If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

## SECTION V - DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Auto" means:
  - a. A land motor vehicle, "trailer" or semi-trailer designed for travel on public

- roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 3. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
- 4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
- 5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
- 6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
- 9. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

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- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto." However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraphs f. and g. do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or

- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

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(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- False arrest, detention or imprisonment;
- Malicious prosecution;
- The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- Oral or written publication, in any manner, of material that violates a person's right of privacy;
- The use of another's advertising idea in your "advertisement"; or
- Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Pollution cost or expense" means any loss, cost or expense arising out of any:

- Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- Claim or suit by or on behalf of a governmental authority for damages be-

cause of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

## 17. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- Products that are still in your physical possession; or
- Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - When all of the work called for in your contract has been completed.
  - When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
- The existence of tools, uninstalled equipment or abandoned or unused materials.

## 18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, with respect to other than the ownership maintenance or use of "covered autos", electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

19. "Retained limit" means the available limits of "underlying insurance" scheduled in the Declarations or the "self-insured retention", whichever applies.
20. "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.

24. "Underlying insurance" means any policies of insurance listed in the Declarations under the Schedule of "underlying insurance".
25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of "underlying insurance".
26. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
27. "Your product":
  - a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You;
      - (b) Others trading under your name; or
      - (c) A person or organization whose business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2) The providing of or failure to provide warnings or instructions.
28. "Your work":
  - a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
    - (2) The providing of or failure to provide warnings or instructions.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - ASBESTOS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM**

This insurance does not apply to "bodily injury" or "property damage" arising out of:

1. Inhaling, ingesting or physical exposure to asbestos or goods or products containing asbestos;
2. The use of asbestos in constructing or manufacturing any goods, product or structure;
3. The removal, repair, encapsulation, enclosure, abatement or maintenance of asbestos in or from any goods, product or structure; or

4. The manufacture, sale, distribution, transportation, storage or disposal of asbestos or goods or products containing asbestos.

This insurance does not apply to payment for the investigation or defense of any claim, injury, loss, fine, penalty or "suit" related to any of the foregoing items 1 thru 4. Moreover we have no duty to investigate or defend any such claim, injury, loss or "suit".

This insurance also does not apply to any loss, cost or expense incurred in complying with any federal, state or local provision of law regarding the inspection, monitoring, or control of asbestos in any goods, products or structures.

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## COMMERCIAL LIABILITY UMBRELLA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VIRGINIA CHANGES - CANCELLATION AND  
NONRENEWAL**

This endorsement modifies insurance provided under the following:

**COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

I. If you are an individual and a "covered auto" you own is of the private passenger type and not used in your occupation, profession or business, other than farming, and is not used as a public or livery conveyance; and your business shown in the Declarations is not a garage, sales agency, repair shop, service station or public parking place, then the **Cancellation** Common Policy Condition is replaced by the following:

**A. Cancellation**

1. You or your attorney-in-fact may cancel the Policy by returning to us by mailing to us advance written notice of the date cancellation is to take effect.
2. We may cancel this Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation at least:
  - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. When this Policy is in effect 60 days or more or is a renewal or continuation policy, we may only cancel for one or more of the following reasons:
  - a. Nonpayment of premium.
  - b. Your driver's license or that of a driver who lives with you or customarily uses the "covered auto" has been suspended or revoked during the policy period or, if the Policy is a renewal, during its policy period or the 90 days immediately preceding the last effective date.
  - c. You or your attorney-in-fact has notified us that you have

changed your legal residence to a state other than Virginia and your "covered auto" will be principally garaged in your new state.

- d. We replace this Policy with another one providing similar coverages and the same limits for the "covered auto". The replacement policy will take effect when this Policy is cancelled and will end a year after this Policy begins or on this policy's expiration date, whichever is earlier.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send the first Named Insured the refund. However, making or offering to make the refund is not a condition of cancellation. The following provisions govern calculation of return premium:
  - a. We will compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled:
    - (1) At our request;
    - (2) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
    - (3) And rewritten by us or a member of our company group; or
    - (4) After the first year, if it is a prepaid policy written for a term of more than one year.

- b. When this Policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. Condition 10. When We Do Not Renew of Section IV - Conditions** is replaced by the following:

**When We Do Not Renew**

- 1. If we decide not to renew or continue this Policy, we will mail the first Named Insured shown in the Declarations notice at least 45 days before the end of the policy period. If the Policy is written for a period of less than one year or without a fixed expiration date, we will have the right not to renew or continue a particular coverage only at the end of any six-month period following its original effective date.
- 2. If we or our agent offers to renew or continue this Policy and you or your attorney-in-fact does not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact has not accepted our offer.
- 3. If notice is mailed, proof of mailing will be sufficient proof of notice.

**C. Mailing Of Notices**

- 1. Any notice of cancellation or nonrenewal will be mailed in accordance with Virginia Law to the first Named Insured's last known address. However, we may deliver any notice instead of mailing it.
- 2. The notice of cancellation or nonrenewal will state the specific reason(s) for cancellation or nonrenewal, except when a policy is being cancelled or nonrenewed for nonpayment of premium.

**II. For all other circumstances not described in Paragraph I, the following conditions apply:**

- A. Paragraph 1. and 2. of the Cancellation Common Policy Condition** are replaced by the following:
  - 1. You or your attorney-in-fact may cancel the Policy by mailing or delivering to us advance written notice of the date cancellation is to take effect.
  - 2. We may cancel the Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation, stating the reason(s) for cancellation, at least:
    - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
    - b. 45 days before the effective date of cancellation if we cancel for any other reason.
- B. Paragraph 3. of the Cancellation Common Policy Condition** does not apply.
- C. Paragraph 5. of the Cancellation Common Policy Condition** is replaced by the following:
  - 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
    - a. We will compute return premium pro rata and round to the next higher whole dollar when this Policy is cancelled:
      - (1) At our request;
      - (2) Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
      - (3) And rewritten by us or a member of our company group; or
      - (4) After the first year, if it is a prepaid policy written for a term of more than one year.

- b. When this Policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.
  - D. Condition 10. When We Do Not Renew of Section IV - Conditions is replaced by the following:

**When We Do Not Renew**

    1. We may nonrenew the Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of nonrenewal, stating the reason for nonrenewal, at least:
  - a. 15 days before the expiration date of the Policy if we nonrenew for nonpayment of premium; or
  - b. 45 days before the expiration date of the Policy if we nonrenew for any other reason.
2. If we or our agent offers to renew or continue this Policy and you or your attorney-in-fact does not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact has not accepted our offer.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

**E. Mailing Of Notices**

Any notice of cancellation or nonrenewal will be mailed in accordance with Virginia Law to the first Named Insured's last known address. However, we may deliver any notice instead of mailing it.

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COMMERCIAL LIABILITY UMBRELLA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - INTERCOMPANY PRODUCTS SUITS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard".

## COMMERCIAL LIABILITY UMBRELLA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VIRGINIA CHANGES**

This endorsement modifies insurance provided under the following:

## COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

**A. Paragraph 1.a. in Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

**1. Insuring Agreement**

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages, even if the "suit" is groundless, false or fraudulent, when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit", for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

**B. Section II - Who Is An Insured** is revised as follows:

1. Paragraph 1.c. is replaced by the following:

c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured if there is no other similar insurance available to that organization. However:

- (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- (2) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

2. Paragraph 2.b.(6) does not apply.

C. Paragraph 3. of Section III - Limits Of Insurance is replaced by the following:

3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence". However, if the sum of the "ultimate net loss" results from the ownership, maintenance or use of "covered autos" and more than one "covered auto" is involved in the same "occurrence", the Each Occurrence Limit will apply separately for each of these "covered autos".

D. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos", Paragraph 3.c.(3) in Section IV - Conditions is replaced by the following:

3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

c. You and any other involved insured must:

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit". The insured will be

deemed not to have cooperated with us only if his or her failure or refusal to do so harms our defense of an action for damages; and

E. In Section V - Definitions, Exceptions (2) and (3) to the definition of "insured contract" in Paragraph 9. are deleted.

## COMMERCIAL LIABILITY UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

## COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

## I. The insurance does not apply:

## A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

## B. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time

possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

- (3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

## II. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailing or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

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COMMERCIAL LIABILITY UMBRELLA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DEFINITION OF "BODILY INJURY"**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The definition of "bodily injury" under **SECTION V - DEFINITIONS**. Item 3. is amended to read:

3. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time.

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## COMMERCIAL LIABILITY UMBRELLA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

**A. Exclusion u. of Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**u. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information

**B. Exclusion a.(17) of Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**a. "Personal and advertising injury":**

**(17) Recording And Distribution Of Material Or Information In Violation Of Law**

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information

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COMMERCIAL LIABILITY UMBRELLA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITED COVERAGE TERRITORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Paragraph 14. **Expanded Coverage Territory** under Section IV - Conditions does not apply.

B. Paragraph 4. under Section V - Definitions is replaced by the following:

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in a. above;

(2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

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COMMERCIAL LIABILITY UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WHO IS AN INSURED AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Under **SECTION II - WHO IS AN INSURED** Item 2.b.(1) is deleted and replaced with the following:

(1) The owner, any "employee" or agent of the owner, or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a trailer or semitrailer connected to a covered "auto" you own.

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COMMERCIAL LIABILITY UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

### COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Exclusion i. under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

i. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

(a) At any premises, site or location which is or was at any time used

by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

(b) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

For the purposes of this insurance, hostile fire means one that becomes uncontrollable or breaks out from where it is intended to be.

(2) "Pollution cost or expense".

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COMMERCIAL LIABILITY UMBRELLA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - INTERCOMPANY PRODUCTS SUITS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

This insurance does not apply to any claim for damages by any Named Insured under this policy against another Named Insured under this policy because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard".

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COMMERCIAL LIABILITY UMBRELLA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITED COVERAGE TERRITORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. Paragraph 14. **Expanded Coverage Territory** under Section IV - **Conditions** does not apply.
- B. The definition of "coverage territory" in the **Definitions** section is replaced by the following:

"Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in a. above;
- (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

# **Exhibit 2**

**ASSIGNMENT/AGREEMENT**

THIS ASSIGNMENT/AGREEMENT ("Assignment") is made and entered into this \_\_\_\_ day of April, 2021 by and between ATM STORAGE LLC, a Virginia limited liability company (the "Assignor") and STATE STORAGE VA, LLC a Florida limited liability company (the "Assignee").

WHEREAS, Assignor and Assignee are parties to those certain Purchase and Sale Agreement(s), dated on or about April 9, 2021, as may have been modified and/or amended (collectively, the "Contract"), in connection with the purchase of that certain property commonly referred to 2085 Rives Road, Martinsville, VA 24112, as particularly described in the Contract (collectively, "Property");

WHEREAS, Assignor desires to assign all its right, title and interest in and to any and all material and/or product warranties and/or guaranties, insurance claims, proceeds/settlements, monies, checks and/or payments, in connection with any insurance claims or damage to the Property, including any monies received from insurers and/or third party adjusters, to the Assignee; and

WHEREAS, the Assignee desires to assume all of the Assignor's right, title and interest in and to any and all insurance proceeds, monies and/or payments, in connection with any storm damage to the Property, including any monies received from any insurance company and/or any third party adjuster.

NOW THEREFORE, in consideration of the execution and delivery of the Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Assignor hereby assigns to the Assignee, all of all its right, title and interest in and to any and all material and/or product warranties and/or guaranties, insurance claims, proceeds/settlements, monies, checks and/or payments, in connection with any insurance claims and/or damage to the Property, including any monies received from insurers and/or third party adjusters, whether received prior to or subsequent to closing of the sale/conveyance of the Property.

2. Assignor further agrees to promptly sign over, transfer and/or deliver any checks received in connection with any insurance proceeds to Assignee, whether received prior to or subsequent to the closing of the sale of the Property.

3. Assignor further agrees to fully cooperate with Assignee to pursue any and all insurance claims, related or otherwise, and to provide any documentation in connection therewith.

4. The Assignee hereby accepts the foregoing assignment by the Assignor.

5. Except with respect to any fraud or misrepresentation of Assignor, upon assignment of any and all insurance claims, Assignee hereby indemnifies, releases and holds Assignor harmless from any further claims, damage and/or loss relating to the condition of the Property. Assignee also agrees that Assignor shall not be held responsible for any fraud or misrepresentation of Assignee in connection herewith.

6. This Assignment may be executed in one or more counterparts and the signature of any party to any counterpart may be appended to any other counterpart, all of which counterparts when taken together shall constitute one Assignment.

7. This Assignment is governed by the laws of the State where the Property is located.

8. If either party engages an attorney for the purpose of enforcing or interpreting any provision of this Assignment, the prevailing party or parties, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in

connection therewith, including reasonable attorneys' fees at the pretrial level, the trial level, and in connection with all appellate and bankruptcy proceedings, if applicable.

9. This Assignment is binding on and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

10. If any provision of this Assignment is held to be invalid or unenforceable, then such provision will be fully severable from this Assignment; and the remaining provisions of this Assignment will remain in full force and effect and will not be affected thereby. Furthermore, in lieu of such invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be reasonably possible.

11. This Assignment may not be amended except by an instrument in writing executed by Assignor and Assignee.

12. This Assignment contains the entire understanding and Assignment between Assignor and Assignee and all prior or contemporaneous oral or written Assignments or instruments are merged herein.

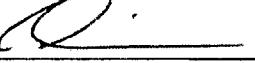
*[signature page follows]*

IN WITNESS WHEREOF, the undersigned have hereto executed this Assignment on the day and date first above written.

ASSIGNOR(S):

ATM STORAGE LLC,  
a Virginia limited liability company

By: ATM Storage Manager, Inc.,  
a Virginia corporation,  
its Managing Member

By:   
Name: Alex G. Perkins  
Title: President

ASSIGNEE:

STATE STORAGE VA, LLC,  
a Florida limited liability company

By:   
Name: Abel Sng  
Title: Manager